The Insurance Complaints Bureau
保險投訴局

Annual Report
年報 2020-2021

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主席報告

29/04/2020 - 30/04/2021

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 report that the special measures adopted by ICB under the Covid-19 pandemic, such as work from home, split team arrangement, video conferencing, etc, had not significantly affected our operation efficiency especially in handling complaints. Notedly, 84% of the claim-related complaints were completed within six months in 2020 (as compared to 88% in 2019).

Membership and Board Governance

As at 30 April 2021, ICB had 114 Member Insurers, comprising 103 Full Members and 11 Affiliate Members.

ICB is governed by the General Committee consisting of a non-industry independent Chairperson and seven members of whom four are non-insurance industry related professionals, namely, Dr C K Lo, Mr Herbert H K Tsoi, Mr Paul F Winkelmann and Prof Paul S F Yip, and three from the industry, namely Mr Eric K K Hui, Mr Mike S C Lee and Mr Edward Moncreiffe.

在 2019 冠狀病毒病疫情嚴峻期間，保險投訴局（投訴局）採取了特別措施以防範疫情傳播，包括：在家工作、分組工作、視訊會議等等。可幸這些措施並沒有嚴重影響我們的運作效率。在 2020 年，84% 與索償相關的投訴個案於六個月內完成（相比 2019 年的 88%）。

會員及理事會管治

截至 2021 年 4 月 30 日，投訴局共有 114 間會員公司，其中 103 間為基本會員，11 間為附屬會員。

投訴局由理事會組成，包括非保險業界的獨立主席和七位理事，當中四位為非業界的專業人士，包括：盧子健博士、蔡克剛律師、衛皓民先生和葉兆輝教授；另外三位則來自業界，包括：許金桂先生、李少川先生和文德華先生。

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Case Library

ICB launched a new function – the "Case Library" – on its website on 15 October 2020. The "Case Library" comprised over 250 typical cases which had been deliberated by the Insurance Claims Complaints Panel ("Complaints Panel") in the past decades.

The main purpose of the "Case Library" is to facilitate understanding of the rationale behind the decisions of the Complaints Panel. Users can search for different cases with ease by just entering a keyword. I am sure that this will be a good reference for insurers in handling claim applications and at the same time, enabling the insuring public to better understand how and on what basis insurance claims are awarded.

Amendment of Articles of Association (AoA)

To cope with the new challenges amidst the pandemic, we have started the process of amending the AoA of ICB so as to allow for more flexibility in holding meetings and executing documents via online and electronic means.

In late January 2021, a consultation paper was issued to Member Insurers on the proposed AoA amendments. As no objection was received, the draft amendments were submitted to the Companies Registry which subsequently gave approval in March 2021.

The proposed AoA amendment was passed at the 2021 Annual General Meeting on 30 April 2021 and will come into effect on 1 May 2021.

The Complaints Panel

Disputes related to claims are handled by the independent Complaints Panel established under ICB, which adjudicates claim-related complaints between insurers and policyholders or their beneficiaries. The five-member Complaints Panel is chaired by Mr Michael F S Tsui, barrister-at-law. Two non-insurance professionals are nominated by Consumer Council and the Hong Kong Institute of Certified Public Accountants respectively. Two members from the insurance industry are nominated 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 comes from outside the insurance industry clearly reflects the impartiality

審結個案資料庫

投訴局於 2020 年 10 月 15 日在網站內推出一項新猷—「審結個案資料庫」，資料庫蒐集了逾 250 宗過去十多年經保險索償投訴委員會（投訴委員會）審結的典型投訴個案，

「審結個案資料庫」的主要目的是讓各界更清晰明白投訴委員會裁決的相關理據。用戶輸入關鍵字，便可輕易尋找不同類型的投訴個案。我相信資料庫會為保險公司處理客戶索償提供實用的參考，同時也讓投保大眾更清楚了解保險公司賠償的依據。

公司章程修訂

為應對疫情大流行的挑戰，我們開展了修訂投訴局公司章程的工作，以允許透過在線及電子方式更靈活地舉行會議及處理文件。

我們在 2021 年 1 月下旬就擬議的公司章程修訂向會員公司發出諮詢文件，在沒有會員公司的反對下，有關修訂的草擬本已提交公司註冊處審批，並於 2021 年 3 月收到公司註冊處的批准信。

公司章程的修訂建議在 2021 年 4 月 30 日舉行的週年會員大會上獲得通過，於 2021 年 5 月 1 日生效。

投訴委員會

索償相關的糾紛是透過投訴局轄下的獨立投訴委員會以裁決方式審理。投訴委員會共有五位成員，主席為大律師徐福燊先生，四位委員當中，兩位為非業界的專業人士，分別為消費者委員會和香港會計師公會的代表；其餘兩位則來自保險業界，為香港保險業聯會（保聯）屬下壽險總會和一般保險總會的代表。投訴委員會大部分成員為非業界人士，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

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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.

有關裁決，可自行訴諸法律途徑，投訴委員會的裁決並不會影響他們的法律權益。

In 2020, 349 claim-related complaints were closed, of which 48 cases were heard by the Complaints Panel. 10 cases were ruled in favour of the complainants while the insurers' decision in the other 38 cases were upheld. Together with the 75 cases settled directly through efforts of the Secretariat, the total settlement amount was HKD6.26 million.

在 2020 年，投訴局共審結了 349 宗與索償相關的投訴個案，當中 48 宗交由投訴委員會審理，投訴委員會裁定 10 宗個案的投訴人得直，其餘 38 宗則認同保險公司的決定；連同經由投訴局祕書處調停達成和解的 75 宗個案，總賠償金額達 626 萬港元。

Honorary Secretaries

名譽顧問

To date, ICB has 50 Honorary Secretaries (27 from the general business and 23 from the life business).

投訴局現時有 50 位名譽顧問，當中 27 位從事一般保險業務及 23 位專責人壽保險業務。

The duty of Honorary Secretary is to review claim-related complaint cases and provide their expert and professional opinions for reference of the Complaints Panel. For each complaint which goes to the Complaints Panel, professional opinions of three Honorary Secretaries have to be sought beforehand. The Complaints Panel values very much views of the Honorary Secretaries and will take them into account when adjudicating the cases.

名譽顧問的職責是審閱與索償相關的投訴個案，提供專業意見予投訴委員會參考。每宗個案交予投訴委員會審理之前，會先尋求三位名譽顧問的意見。投訴委員會非常重視名譽顧問的意見，在審理個案時充分考慮他們的見解。

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

為使投訴局運作順利及減輕名譽顧問的工作量，我謹藉此機會，呼籲所有基本會員公司推薦更多具備保險知識的專家加入名譽顧問的行列。我們亦歡迎擁有相關知識的業內專業人士，義務加入名譽顧問這項具意義的工作。

Mediation

調解

No mediation has been conducted in 2020 for non-claim related complaints due to the pandemic. We will resume mediation for the outstanding cases in Q2 of 2021 progressively, either in person or via virtual mediation platform depending on the pandemic situation.

在疫情下，投訴局在 2020 年沒有就非索償相關的投訴個案進行調解。我們將於 2021 年第二季開始逐步恢復調解工作，並視乎情況決定安排實體調解會議或通過網上調解平台進行。

Acknowledgement

鳴謝

On behalf of the General Committee of ICB, I would like to convey our

謹代表理事會仝仁向投訴委員會徐福燊主席、

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sincere thanks to Members of the Complaints Panel – Mr Michael F S Tsui, Chairman, Ms Orchis T L Li, Ms Vanessa C W Lau, Mr Lars Nielsen and Mr Jonathan C H Yau for their tireless endeavours and remarkable contributions during the year.

委員李紫蘭女士、劉子芸女士、倪納思先生及丘振雄先生致意，感謝他們過去一年不辭勞苦審理投訴。

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

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

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

衷心感謝投訴局理事會理事（名字見上文），沒有他們明智的指導，投訴局將無法如此順利地履行其職責及任務。

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.

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

As we are facing unprecedented challenges due to the Covid-19 outbreak, may I wish you all good health and safe from the virus.

我們正面對着 2019 冠狀病毒病疫情帶來前所未見的挑戰，在此，我衷心祝願大家身體健康、病毒不侵。

Dr Chan Wong Shui, Pamela, BBS, JP
Chairman
30 April 2021

主席
陳黃穗博士，銅紫荊星章，太平紳士
2021 年 4 月 30 日

ICB Annual General Meeting on 30 April 2021
保險投訴局 2021 年 4 月 30 日的週年會員大會

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

29/04/2020- 30/04/2021

General Committee
理事會

Chairman 主席

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

Non-Industry Members 非業界理事

Dr C K Lo, JP
盧子健博士，太平紳士

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

Mr Paul F Winkelmann
衛皓民先生

Prof Paul S F Yip
葉兆輝教授

Industry Members 業界理事

Mr Eric K K Hui
許金桂先生

Mr Mike S C Lee
李少川先生

Mr Edward Moncreiffe
文德華先生

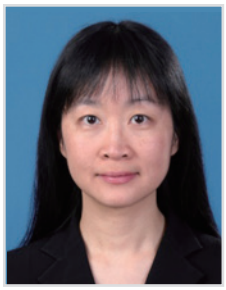
List of Office-bearers
理事、委員、調解員及名譽顧問名錄

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

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

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

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

Mediators 調解員

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

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

Honorary Secretaries

Ms Candy P L Au Yeung	歐陽佩玲女士
Mr C K Chan	陳智高先生
Mr P L Chan	陳沛良先生
Ms Betty Chang	張慧敏女士 (Resigned on 02/06/2020 退任)
Ms Carmen K M Chau	周家敏女士
Mr Zhaonan Chen	陳照男先生
Mr Simon Y K Cheng	鄭銳強先生 (Resigned on 28/05/2020 退任)
Ms Vivian L C Choi	蔡靈芝女士
Mr Andrew Y M Chow	周耀明先生
Mr Stephen Chu	朱向明先生
Mr Praveen M Daswani	戴宏年先生
Ms Hazel Etherington	Hazel Etherington 女士
Mr H M Fong	方向明先生
Ms Fanny W M Fung	馮詠敏女士
Mr Eric L P Fung	馮立邦先生
Mr Damien A Green	Damien A Green 先生
Mr Z X Guo	郭振雄先生
Mr Franz J Hahn	Franz J Hahn 先生
Mr William W M Ho	何偉文先生 (Resigned on 07/11/2020 退任)
Mr Eric K K Hui	許金桂先生
Mr Charles T C Hung	孔德秋先生
Mr Chris K K Ip	葉家駒先生
Ms Kamini Kanagalingam	Kamini Kanagalingam 女士
Ms Julia Kwan	關靜嫻女士
Mr Y M Lai	賴遠文先生
Mr Dominic W K Lam	林偉權先生
Mr Mike S C Lee	李少川先生 (Resigned on 21/07/2020 退任)
Ms Lydia Y L Lee	李英楠女士
Ms Margie L M Lee	李麗明女士

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

Mr W S Leung	梁偉深先生	
Mr S K Li	李相健先生	
Mr Danny W L Ma	馬惠良先生	
Ms C Y Ng	吳靜儀女士	
Mr Ronnie W F Ng	伍榮發先生	
Mr Cillin O'Flynn	Cillin O'Flynn 先生	
Ms Maria W Y Pang	彭詠儀女士	
Mr Jimmy W F Poon	潘榮輝先生	(Resigned on 31/12/2020 退任)
Mr Ivan K W Tam	譚國榮先生	
Mr James P K Tang	鄧伯訒先生	
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 Benny C I Tsoi	蔡川艾先生	
Mr Robert L Valitchka	Robert L Valitchka 先生	(Resigned on 25/03/2021 退任)
Mr Patrick C T Wan	尹志德先生	
Ms Winnie C S Wong	黃子遜女士	
Ms Kelly Y H Wong	黃苑桁女士	
Ms Connie Y P Wong	王劉玉屏女士	
Mr Yau Ka Ki	邱家騏先生	
Mr Thomson W W Yeung	楊永華先生	
Ms Shirley S M Yau	邱少媚女士	
Mr Thomas W L Yim	嚴維樂先生	
Mr Allan K N Yu	余健南先生	
Ms Connie M Y Yuen	袁美艷女士	

Members List
會員名錄

30/04/2021

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

Members List 會員名錄

Blue Cross (Asia-Pacific) Insurance Ltd	藍十字（亞太）保險有限公司
BOC Group Life Assurance Co Ltd	中銀集團人壽保險有限公司
Bowtie Life Insurance Co Ltd	保泰人壽保險有限公司
Bupa (Asia) Ltd	保柏（亞洲）有限公司
California Insurance Co Ltd	加洲保險有限公司
The Canada Life Assurance Co	The Canada Life Assurance Co
Chevalier Insurance Co Ltd	其士保險有限公司
China BOCOM Insurance Co Ltd	中國交銀保險有限公司
China Life Insurance (Overseas) Co Ltd	中國人壽保險（海外）股份有限公司
China Merchants Insurance Co Ltd	招商局保險有限公司
China Overseas Insurance Ltd	中國海外保險有限公司
China Pacific Insurance Co (Hong Kong) Ltd	中國太平洋保險（香港）有限公司
China Ping An Insurance (Hong Kong) Co Ltd	中國平安保險（香港）有限公司
China Taiping Insurance (Hong Kong) Co Ltd	中國太平保險（香港）有限公司
China Taiping Life Insurance (Hong Kong) Co Ltd	中國太平人壽保險（香港）有限公司
Chong Hing Insurance Co Ltd	創興保險有限公司
Chubb Insurance Hong Kong Ltd	安達保險香港有限公司
Chubb Life Insurance Co Ltd	安達人壽保險有限公司
CIGNA Worldwide General Insurance Co Ltd	信諾環球保險有限公司
CIGNA Worldwide Life Insurance Co Ltd	信諾環球人壽保險有限公司
CMB Wing Lung Insurance Co Ltd	招商永隆保險有限公司
Concord Insurance Co Ltd	合群保險有限公司
Dah Sing Insurance Co (1976) Ltd	大新保險 (1976) 有限公司
Desjardins Financial Security Life Assurance Co	Desjardins Financial Security Life Assurance Co
Falcon Insurance Co (Hong Kong) Ltd	富勤保險（香港）有限公司
First American Title Insurance Co	第一美國業權保險公司

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
GAN Assurances	GAN Assurances
Generali Life (Hong Kong) Ltd	忠意人壽（香港）有限公司
Hang Seng Insurance Co Ltd	恒生保險有限公司
Heng An Standard Life (Asia) Ltd	恒安標準人壽保險（亞洲）有限公司
HDI – Global SE	HDI – Global SE
HKMC Annuity Ltd	香港年金有限公司
Hong Kong Life Insurance Ltd	香港人壽保險有限公司
Hong Leong Insurance (Asia) Ltd	豐隆保險（亞洲）有限公司
HSBC Life (International) Ltd	匯豐人壽保險（國際）有限公司
Liberty International Insurance Ltd	利寶國際保險有限公司
Lloyd's	勞合社
Manulife (International) Ltd	宏利人壽保險（國際）有限公司
Min Xin Insurance Co Ltd	閩信保險有限公司
MSIG Insurance (Hong Kong) Ltd	三井住友海上火災保險（香港）有限公司
The New India Assurance Co Ltd	新印度保險有限公司
OneDegree Hong Kong Ltd	OneDegree Hong Kong Ltd
The Pacific Insurance Co Ltd	太平洋保險有限公司
Paofoong Insurance Co (Hong Kong) Ltd	寶豐保險（香港）有限公司
The People's Insurance Co of China (Hong Kong) Ltd	中國人民保險（香港）有限公司

Members List 會員名錄

Phoenix Life Ltd	Phoenix Life Ltd
Pioneer Insurance & Surety Corporation	信孚保險有限公司
Principal Insurance Co (Hong Kong) Ltd	美國信安保險有限公司
Prudential General Insurance Hong Kong Ltd	保誠財險有限公司
Prudential Hong Kong Ltd	保誠保險有限公司
QBE General Insurance (Hong Kong) Ltd	昆士蘭保險（香港）有限公司
QBE Hongkong & Shanghai Insurance Ltd	昆士蘭聯保保險有限公司
Quilter International Isle of Man Ltd	Quilter International Isle of Man Ltd
RL360 Insurance Co Ltd	RL360 Insurance Co Ltd
RL360 Life Insurance Co Ltd	RL360 Life Insurance Co Ltd
Scottish Widows Ltd	Scottish Widows Ltd
The Sincere Insurance and Investment Co Ltd	先施保險置業有限公司
Sompo Insurance (Hong Kong) Co Ltd	日本財產保險（香港）有限公司
St. James's Place International (Hong Kong) Ltd	St. James's Place International (Hong Kong) Ltd
Starr International Insurance (Asia) Ltd	Starr International Insurance (Asia) Ltd
Sun Hung Kai Properties Insurance Ltd	新鴻基地產保險有限公司
Sun Life Hong Kong Ltd	香港永明金融有限公司
Swiss Re International SE, Hong Kong Branch	Swiss Re International SE, Hong Kong Branch
Tahoe Life Insurance Co Ltd	泰禾人壽保險有限公司
Target Insurance Co Ltd	泰加保險有限公司
The Tokio Marine & Fire Insurance Co (Hong Kong) Ltd	東京海上火災保險（香港）有限公司
Transamerica Life (Bermuda) Ltd	全美人壽百慕達
Trinity General Insurance Co Ltd	三聯保險有限公司
Tugu Insurance Co Ltd	德高保險有限公司
United Builders Insurance Co Ltd	建安保險有限公司
Utmost Worldwide Ltd, Hong Kong Branch	Utmost Worldwide Ltd, Hong Kong Branch

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

Affiliate Members 附屬會員

AIA Co Ltd	友邦保險有限公司
AXA China Region Insurance Co Ltd	安盛金融有限公司
AXA Life Insurance Co Ltd	安盛人壽保險有限公司
AXA Wealth Management (Hong Kong) Ltd	安盛財富管理（香港）有限公司
Canada Life Ltd	Canada Life Ltd
The Manufacturers Life Insurance Co	The Manufacturers Life Insurance Co
The Pacific Life Assurance Co Ltd	太平洋人壽保險有限公司
The Sincere Life Assurance Co Ltd	先施人壽保險有限公司
Sompo Japan Insurance Inc	Sompo Japan Insurance Inc
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$1,000,000*.
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$1,000,000 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$1,000,000.*

職權範圍

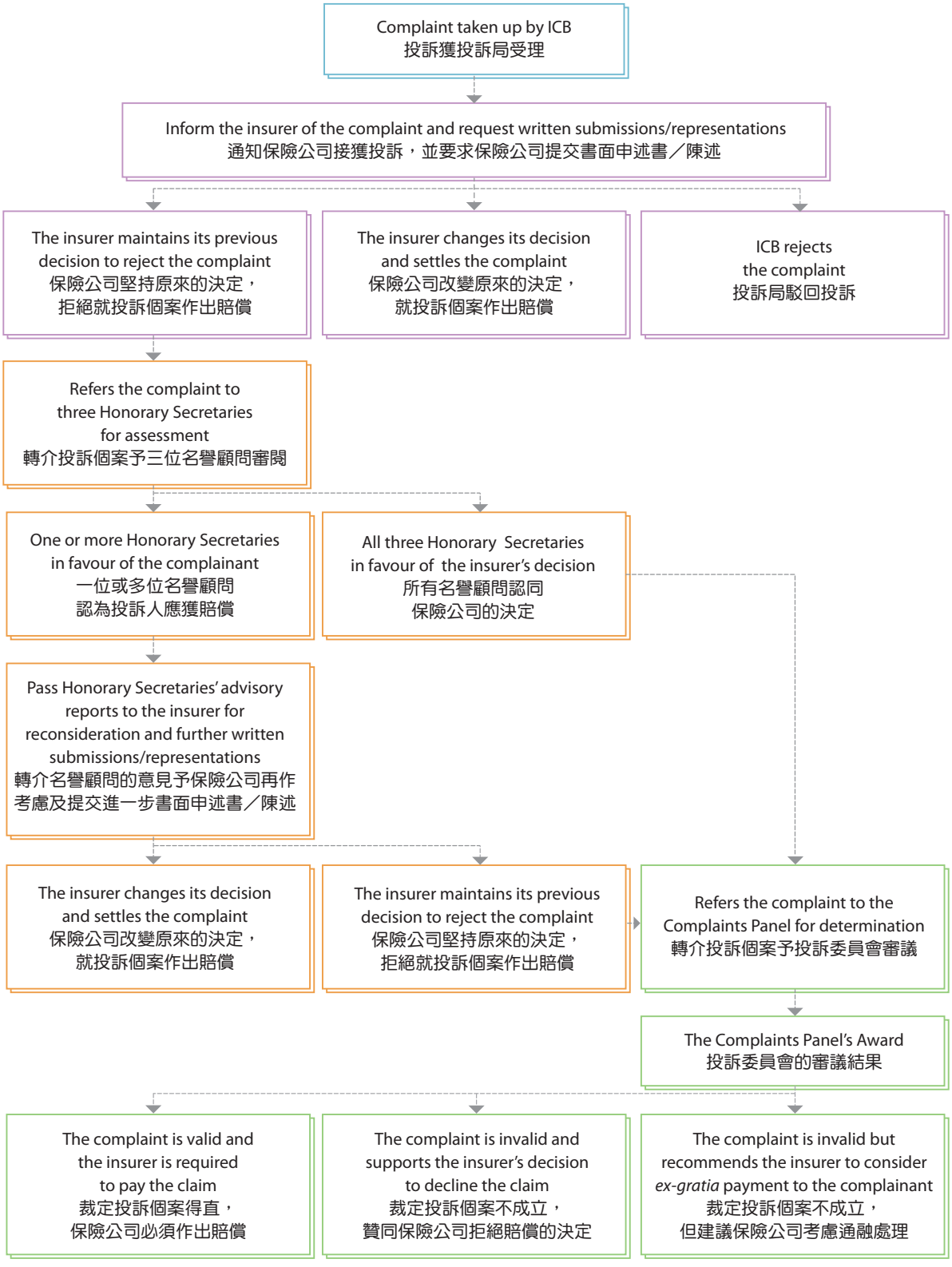
1. 投訴個案屬金錢性質。
2. 投訴個案的索償金額／爭議金額不超過100萬港元＊。
3. 涉案保險公司屬投訴局會員。
4. 涉案保單為個人保險合約。
5. 投訴人必須為保單持有人、保單受益人、受保人或合法索償人。
6. 涉案保險公司已對索償／爭議作出最終決定。
7. 投訴人必須於接獲保險公司發出的最終決定的六個月內，向投訴局作出書面投訴。
8. 投訴個案不涉及工業、商業或第三者保險。
9. 投訴個案並非正在進行法律程序或仲裁。

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100萬港元為限；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100萬港元。*

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



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

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

01/01/2020- 31/12/2020

In 2020, ICB handled altogether 675 cases, of which 583 were new cases (about 6% decrease compared with 622 in 2019) and 92 cases were brought forward from 2019. Out of these 675 cases, 184 were dismissed because they did not fall within the terms of reference of ICB. Of the remaining 491 cases, 396 cases were closed whilst the balance of 95 cases were carried forward to 2021.

投訴局於 2020 年共處理了 675 宗投訴個案，其中 583 宗屬新接獲的個案，比 2019 年的 622 宗下降約 6%，而 92 宗則是 2019 年度尚未審結的個案。在 675 宗已處理的投訴個案中，有 184 宗超出投訴局的職權範圍，至於其餘的 491 宗受理個案中，有 396 宗已經審結，餘下 95 宗尚未結案，須留待 2021 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

	2016	2017	2018*	2019 Total (Claim/Non-Claim) 總數（索償 / 非索償）	2020
Cases brought forward 承接上年度尚未審結的個案	111	120	148 (148/0)	127 (112/15)	92 (86/6)
Cases received 新接獲的個案	659	662	598 (535/63)	622 (455/167)	583 (444/139)
Cases handled 已處理的個案	770	782	746 (683/63)	749 (567/182)	675 (530/145)
Outside Terms of Reference 超逾職權範圍的個案	276	223	201 (157/44)	233 (120/113)	184 (95/89)
Cases closed 審結的個案	374	411	418 (414/4)	424 (361/63)	396 (349/47)
Cases carried forward 留待來年處理的個案	120	148	127 (112/15)	92 (86/6)	95 (86/9)

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

Statistics 統計數字

Claim-related Complaints

The 349 claim-related cases closed were related to the application of policy terms, excluded items, non-disclosure, amount of indemnity and breach of policy conditions (see Figures 1 and 2). And hospitalization/medical and travel insurance policies constituted the two largest groups of claim disputes in 2020 (see Figures 3 and 4).

Amongst the 349 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 Insurance Claims Complaints Panel (Complaints Panel). No *prima facie* evidence was found in 180 cases and 46 cases were withdrawn by the claimants. The remaining 48 cases (13.8%) were referred to the Complaints Panel for deliberation (see Figure 5). The Complaints Panel ruled in favour of the complainants in 10 cases and upheld the insurer's decision in 38 cases (see Figure 6).

In dollar terms, 85 complainants received from insurers a total claims amount of HK$6.26 million, of which HK$4.88 million was from mutual settlement and HK$1.38 million was from awards made by the Complaints Panel. The highest single case award was HK$617,000.

Further analyses of the 349 claim-related cases closed in 2020 are detailed in Tables 2 and 3.

索償相關的投訴個案

349 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、不保事項、沒有披露事實、賠償金額和違反保單條件（見圖一及二），而 2020 年引起最多索償糾紛的兩類保險產品分別是住院／醫療保險及旅遊保險（見圖三及四）。

在 349 宗已審結的索償相關投訴個案中，有 75 宗個案在投訴局祕書處的調停下，保險公司與索償人雙方達成和解，毋須轉交保險索償投訴委員會（投訴委員會）處理。另有 180 宗個案的表面證據不成立，46 宗的索償人撤銷投訴，而餘下的 48 宗個案（13.8%）則交由投訴委員會審理（見圖五）。投訴委員會裁定 10 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 38 宗（見圖六）。

若以金額計算，共有 85 位投訴人獲得保險公司賠償，涉及的賠償額高達 626 萬港元，當中包括雙方和解金額 488 萬港元及投訴委員會裁定得直個案的賠償額 138 萬港元，而單一宗得直個案的最高賠償額則為 617,000 港元。

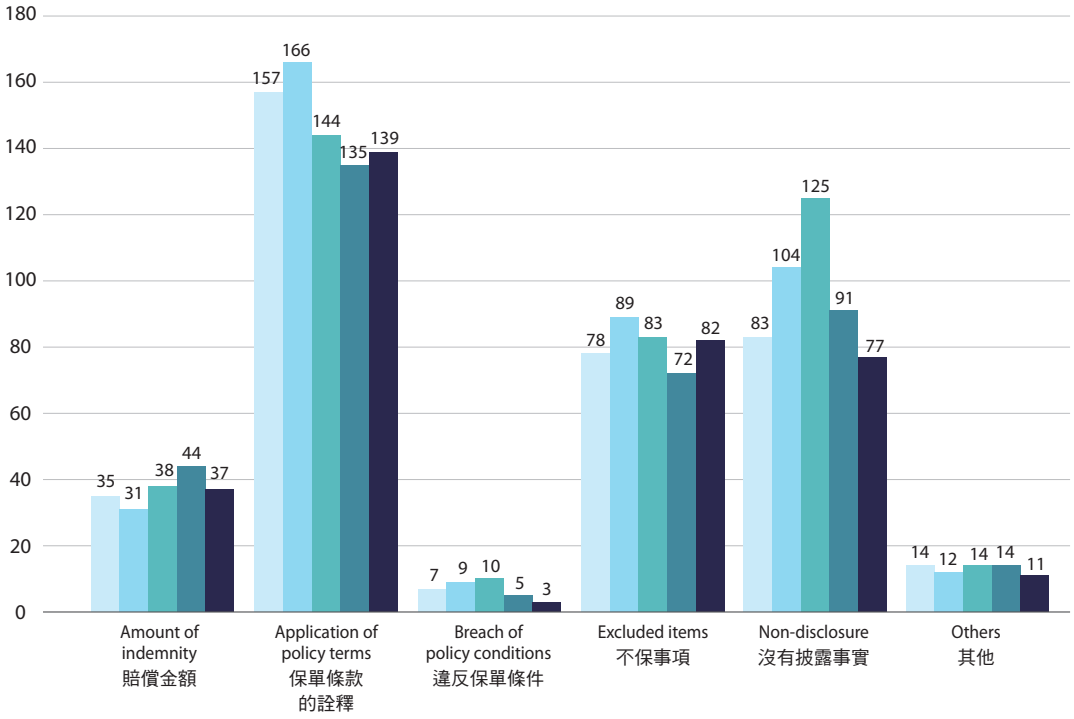
至於 2020 年已審結的 349 宗索償相關的個案的進一步分析，請參看表二及表三。

Statistics
統計數字

Claim-related
索償相關

Nature of Complaints Closed
結案投訴類別

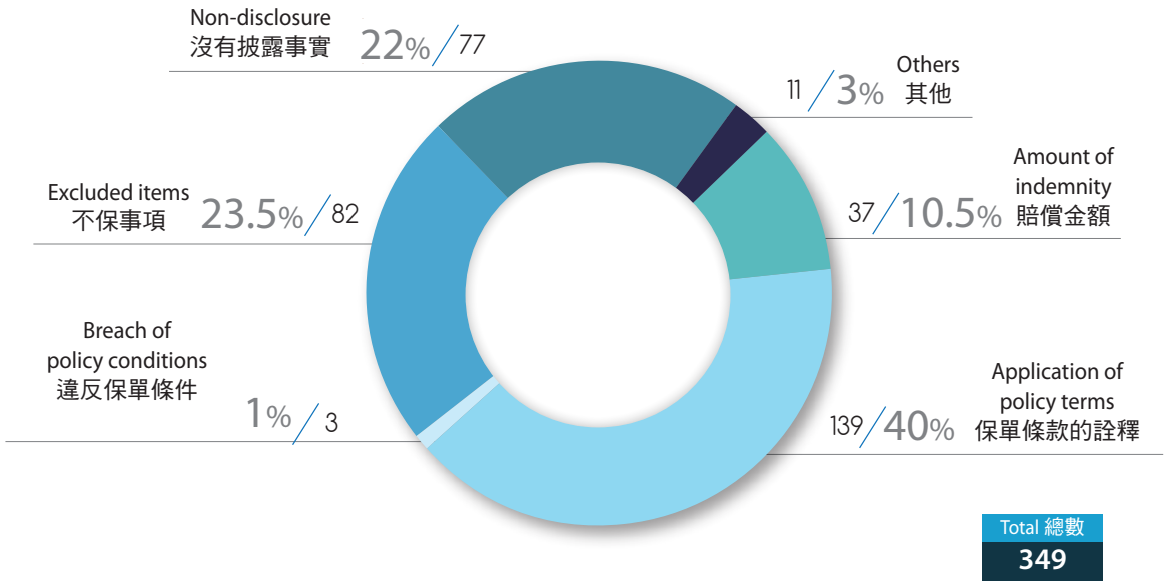
Figure 1 圖一



Total 總數				
2016	2017	2018	2019	2020
374	411	414	361	349

Nature of Complaints Closed in 2020
2020 年結案投訴類別

Figure 2 圖二



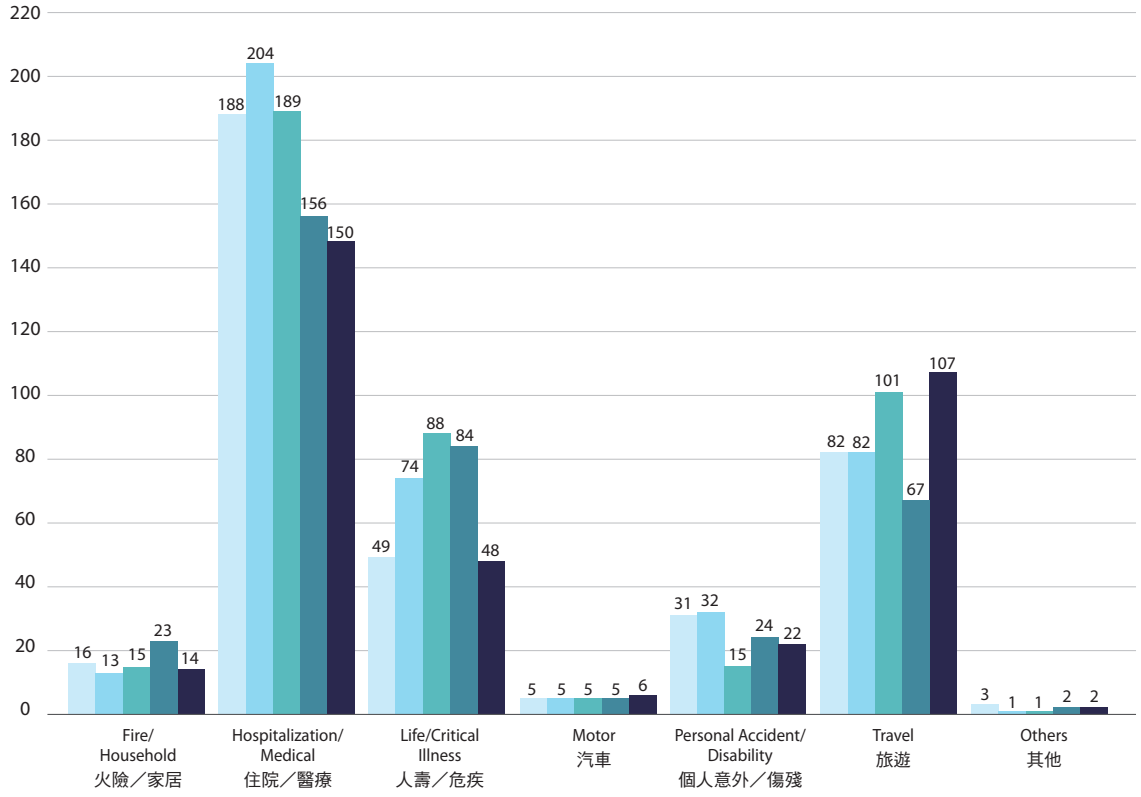
Total 總數
349

Statistics
統計數字

Claim-related
索償相關

Types of Policies Closed
結案保單類別

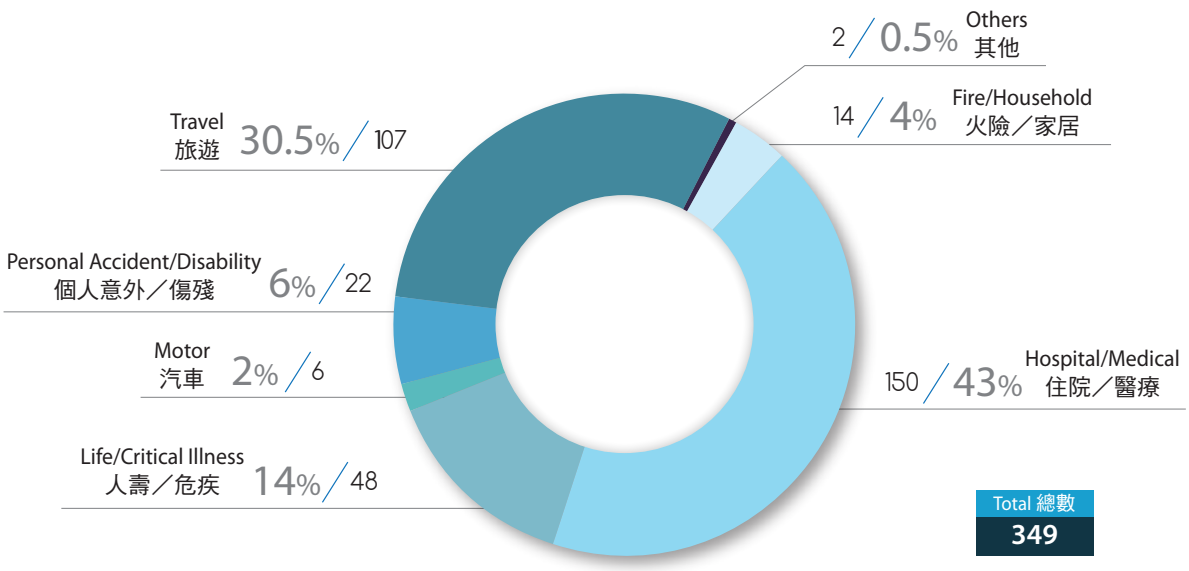
Figure 3 圖三



Total 總數				
2016	2017	2018	2019	2020
374	411	414	361	349

Types of Policies Closed in 2020
2020 年結案保單類別

Figure 4 圖四

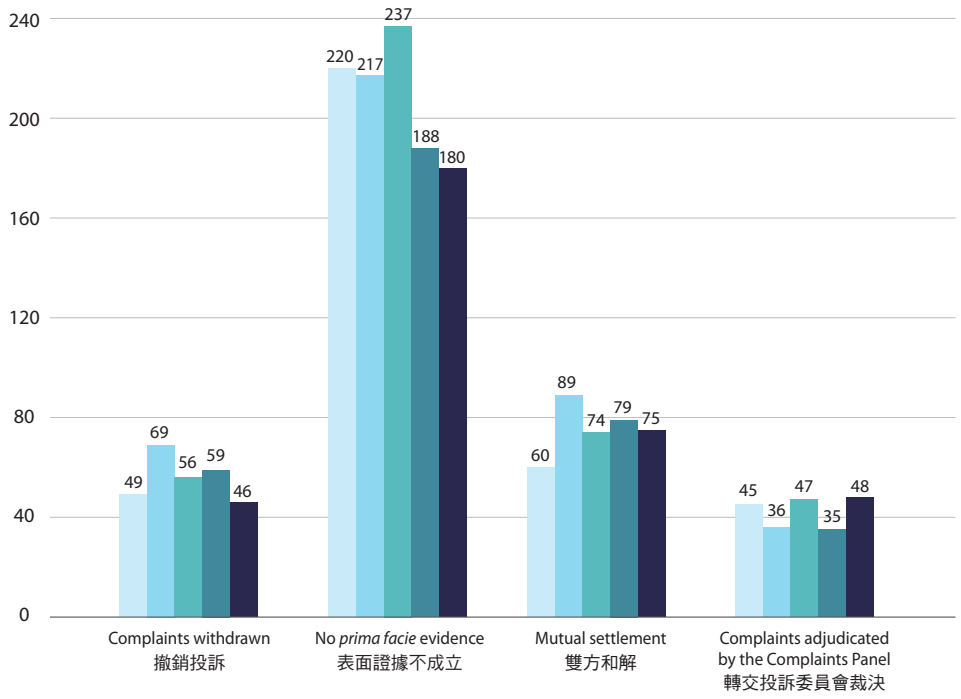


Statistics
統計數字

Claim-related
索償相關

Outcome of Cases Closed
結案分類

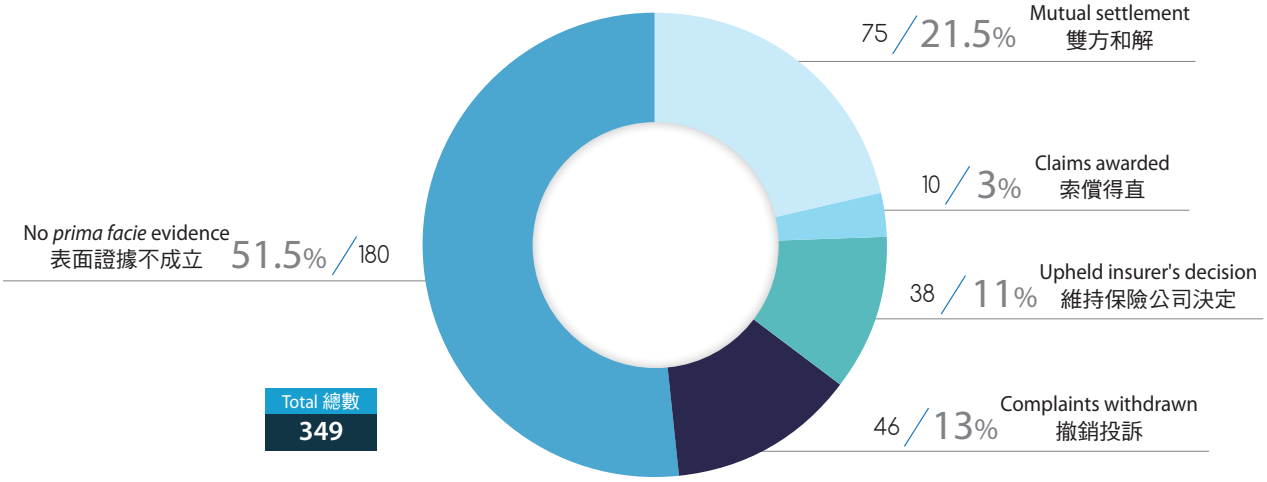
Figure 5 圖五



Total 總數				
2016	2017	2018	2019	2020
374	411	414	361	349

Outcome of Cases Closed in 2020
2020 年結案分類

Figure 6 圖六



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

Table 2 表二

Nature of complaints 投訴類別 / Types of policies 保單類別	Fire/ Household 火險／家居	Hospitalization/ Medical 住院／醫療	Life/Critical Illness 人壽／危疾	Motor 汽車	Personal Accident/ Disability 個人意外／傷殘	Travel 旅遊	Others 其他	Total 總數
Amount of indemnity 賠償金額	3	22	2	1	3	6	0	**37**
Application of policy terms 保單條款的詮釋	3	39	13	2	17	64	1	**139**
Breach of policy conditions 違反保單條件	1	1	0	1	0	0	0	**3**
Excluded items 不保事項	7	35	4	1	0	35	0	**82**
Non-disclosure 沒有披露事實	0	48	28	0	1	0	0	**77**
Others 其他	0	5	1	1	1	2	1	**11**
Total 總數	**14**	**150**	**48**	**6**	**22**	**107**	**2**	**349**

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

Table 3 表三

Outcome of cases closed 結案分類 / Types of policies 保單類別	Fire/ Household 火險／家居	Hospitalization/ Medical 住院／醫療	Life/Critical Illness 人壽／危疾	Motor 汽車	Personal Accident/ Disability 個人意外／傷殘	Travel 旅遊	Others 其他	Total 總數
Claims awarded 索償得直	1	6	0	0	0	3	0	**10**
Mutual settlement 雙方和解	2	38	3	1	8	23	0	**75**
Upheld insurer's decision 維持保險公司決定	2	23	6	1	2	4	0	**38**
Complaints withdrawn 撤銷投訴	0	22	2	2	3	16	1	**46**
No *prima facie* evidence 表面證據不成立	9	61	37	2	9	61	1	**180**
Total 總數	**14**	**150**	**48**	**6**	**22**	**107**	**2**	**349**

Non-claim related Complaints

The 47 non-claim related cases closed in 2020 were related to operational issues, contractual matters, misrepresentation, policy returns and company policies (Figure 7). And life/critical illness and hospitalization/medical insurance policies constituted the two largest groups of non-claim disputes (Figure 8).

Among the 47 non-claim related cases closed, 11 were mutually settled between the insurers and the complainant with the auspices of the ICB secretariat, amounting to around HK$460,000. No *prima facie* evidence was found in 17 cases and 19 cases were withdrawn by the claimants. Due to the outbreak of Covid-19, no mediation was conducted for non-claim related cases in 2020 (Figure 9).

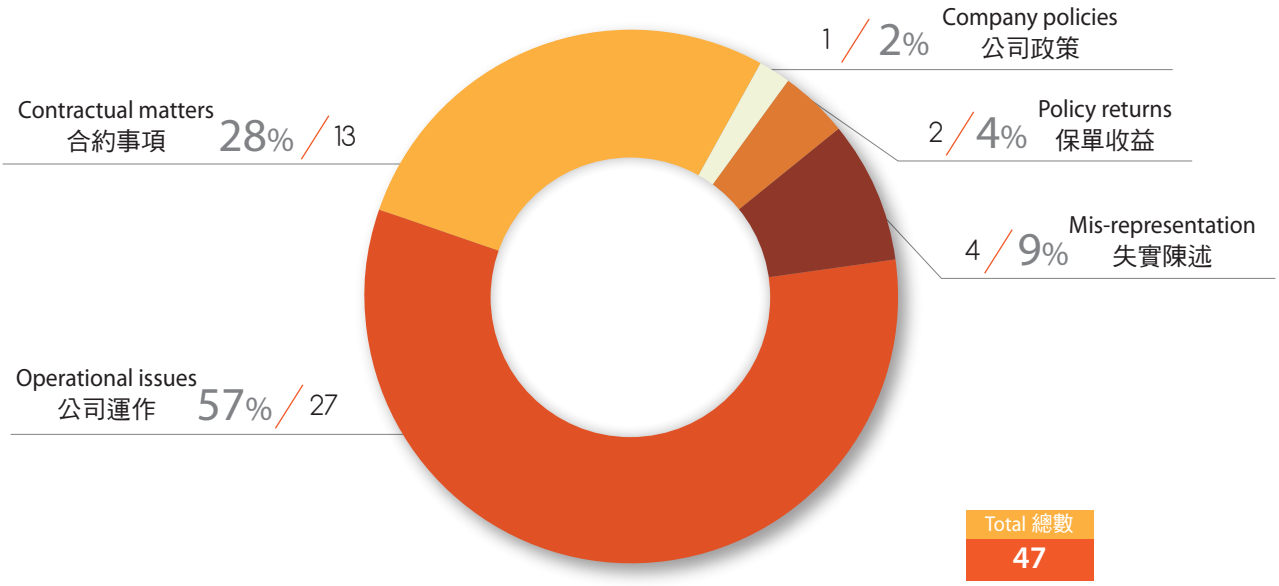
非索償相關的投訴個案

47 宗於 2020 年結案的非索償相關投訴個案的糾紛涉及公司運作、合約事項、失實陳述、保單收益和公司政策（見圖七），而引起最多非索償糾紛的兩類保險產品分別是人壽／危疾保險及住院／醫療保險（見圖八）。

在 47 宗已結案的非索償相關投訴個案中，有 11 宗個案在投訴局祕書處的調停下，保險公司與索償人雙方達成和解，涉及的金額接近 46 萬港元，另有 17 宗個案的表面證據不成立，19 宗的索償人撤銷投訴。鑑於 2019 冠狀病毒病疫情，投訴局在 2020 年未有就非索償相關的投訴個案進行調解（見圖九）。

Nature of Complaints Closed
結案投訴類別

Figure 7 圖七

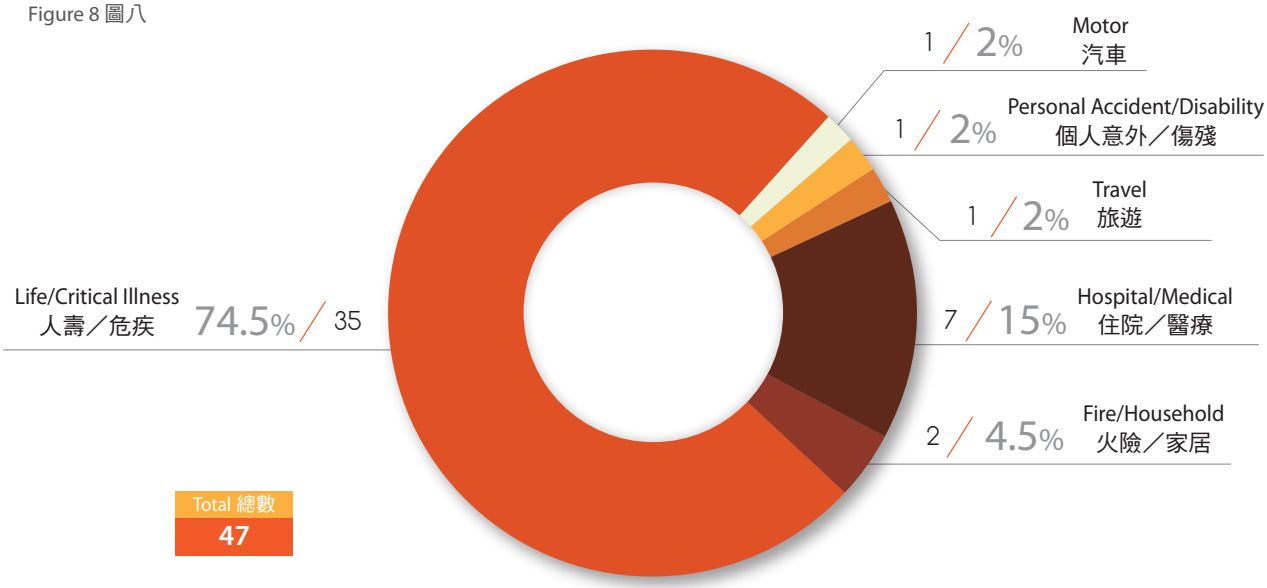


Statistics
統計數字

Non-Claim related
非索償相關

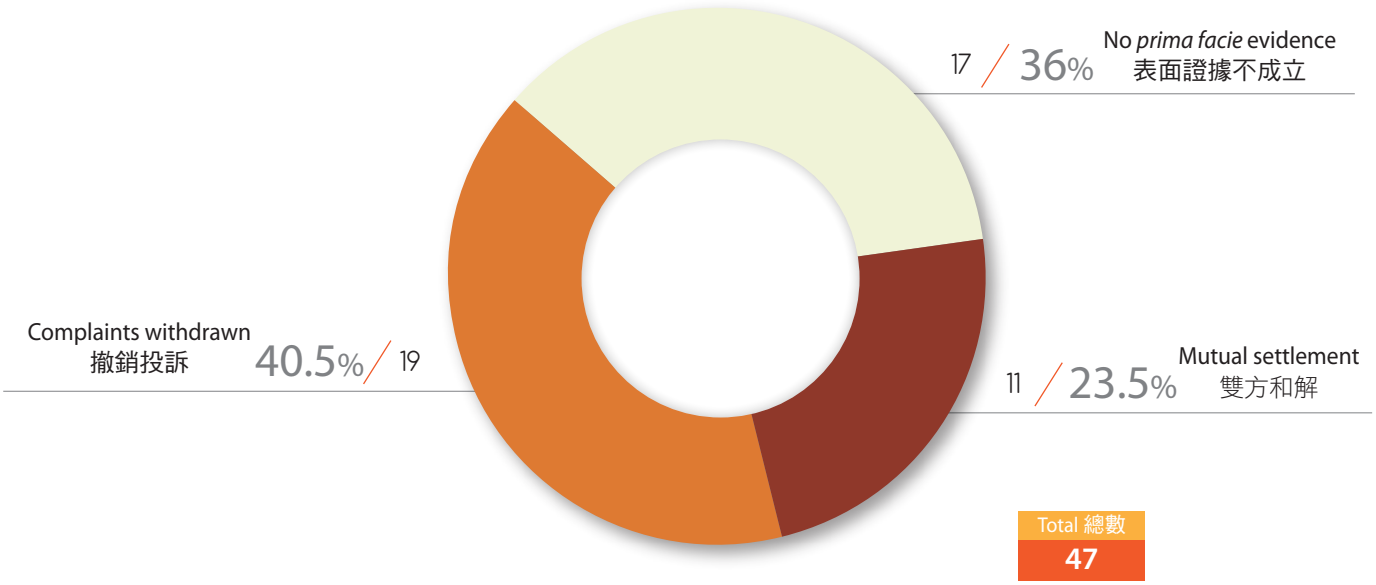
Types of Policies Closed
結案保單類別

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 an e-media conference on 30 March 2021
投訴委員會委員出席 2021 年 3 月 30 日舉行的網上新聞發布會

Case Review 個案分析

01/01/2020 - 31/12/2020

Case 個案 01

Application of policy terms 保單條款的詮釋

Essence of Complaint:
Travel Delay (airport operation disruption)

投訴爭議點：
旅程延誤（機場運作受阻）

Type of Insurance:
Travel

保險類別：
旅遊保險

The Complaint

The insured took out a travel insurance policy for her family trip to Taiwan from 10 to 14 August 2019. She was informed by the airline on 13 August that their scheduled return flight departing from Taichung to Hong Kong was cancelled. According to the airline, the reason for the flight cancellation was "operational reasons – airport disruption". The family then bought air tickets from another airline and left Taichung two days later. The total delay hours in departure were 42 hours. After returned to Hong Kong, the insured lodged a claim to the insurer for the travel delay cash allowance and the additional hotel and ticket expenses incurred.

Since the flight was delayed due to "operational reasons", which did not meet the policy condition, the insurer declined the insured's claim.

投訴內容

受保人為她及家人於 2019 年 8 月 10 至 14 日的台灣旅程購買旅遊保險。她於 8 月 13 日接獲航空公司通知，指他們原定乘坐由台中飛返香港的航班已取消，根據航空公司的報告，回程航班取消的原因為「運作原因—機場受阻」。受保人及家人於是購買另一間航空公司的機票，於兩天後離開台中，總延誤時間為 42 小時。回港後，受保人向保險公司申索旅程延誤現金津貼及額外的酒店及機票費用。

由於航班延誤乃因「運作原因」所致，不符合保單條款訂明的情況，保險公司因此不予受理受保人的索償申請。

Case Review 個案分析

個案 Case 01

Findings of the Complaints Panel

According to the provisions of the "travel delay" benefit, "the insurer shall pay up to the amount specified in the Table of Benefits to the insured person in the event that the departure of the common carrier in which the insured person was scheduled to travel during the journey is delayed from the time specified in the schedule itinerary due to strike or other industrial action, riot, civil commotion, hijack, acts of terrorism, natural disaster, adverse weather conditions, mechanical and/or electrical breakdown of the common carrier. The insurer shall pay:

(a) a cash allowance up to the amount specified in the Table of Benefits for the delay in excess of the time specified…or

(b) the reasonable and necessary additional overnight accommodation expenses up to HK$1,200 per night and transportation expenses up to the amount payable in the Table of Benefits, in the event of a delay outside Hong Kong in excess of the time as specified in the Table of Benefits, provided that such additional expenses shall not be better than the original travel class…"

The Complaints Panel learnt from the press release issued by Hong Kong International Airport (HKIA) dated 14 August 2019 that nearly 1,000 flights were cancelled during the five consecutive days from 9 to 13 August and participants of the public assemblies had caused serious disruption to airport and flights operations.

Having duly reviewed all the available information, the Complaints Panel was convinced that the flight cancellation suffered by the insured and her family on 14 August 2019 was very likely a subsequent outcome of the HKIA events on 12 and 13 August. Given that the insurer had made a special travel claims arrangement to offer policyholders the travel delay cash allowance for flight delays in response to the HKIA events on these two days, the Complaints Panel considered that the insurer should also extend such special claims arrangement to the insured and her family.

Ruling of the Complaints Panel

The Complaints Panel resolved that the insurer should pay the insured and her family the travel delay cash allowance of HK$4,500 in total.

Message from the Complaints Panel

Travel delay benefit provides compensation to policyholders in the event that the scheduled flight is delayed for at least the specified number of hours due to adverse weather conditions, natural disaster, mechanical failure of common carriers, strike, riot, civil commotion, etc. In determining disputes involving travel delay benefit, apart from the cause of flight delay stated in the certificates from the airlines, the Complaints Panel also considers the actual circumstances of the delay, as well as related news and facts from relevant authorities.

投訴委員會的調查結果

有關「旅程延誤」保障的條款訂明：「倘受保人在旅程中計劃乘搭之公共交通工具因罷工或其他工業行動、暴動、內亂、騎劫、恐怖主義活動、自然災害、惡劣天氣狀況、公共交通工具機件及／或電力故障而遲於原定班次時間出發，保險公司會以保障列表上所示的最高保障額為限，向受保人作出下列賠償：

(a) 就延誤時間超過保障列表上所示時間而作出的現金補償，以保障列表上所示的金額為限；或

(b) 因在香港境外受延誤，時間超過保障列表上所示時間，且引致合理及必要的額外過夜住宿開支最高每晚 1,200 港元及交通開支，並以保障列表上所示的金額為限，惟該額外開支不得高於原定艙位級別或客房類型……」

投訴委員會從香港國際機場於 2019 年 8 月 14 日發出的新聞稿得悉，由 8 月 9 日至 13 日的連續五天，共近 1,000 班航班取消，集會人士嚴重阻礙機場運作及航班升降。

經仔細參閱所有資料後，投訴委員會相信受保人及家人原定於 2019 年 8 月 14 日乘坐的航班被取消很大可能是香港國際機場 8 月 12 日及 13 日運作受阻的後續結果。由於保險公司同意就該兩天機場發生的事件作出特別理賠安排，向保單持有人發放旅程延誤現金津貼，投訴委員會因此認為保險公司亦應該把這特殊理賠安排延伸至受保人及其家人。

投訴委員會的裁決

投訴委員會裁定保險公司需向受保人一家發放合共 4,500 港元的旅程延誤現金津貼。

投訴委員會的意見

「旅程延誤」保障為投保人因預定航班受到惡劣天氣、天然災害、公共交通工具機械故障、罷工、暴動、騷亂等事故而延誤至少達某特定時數提供補償。在處理涉及旅程延誤的糾紛時，除了航空公司在證明書中註明的航班延誤原因外，投訴委員會亦會考慮導致該延誤的實際情況，以及相關公共機構發放的新聞和提供的事實。

Case Review 個案分析

Case 個案 02

Application of policy terms 保單條款的詮釋

Essence of Complaint:
Trip Cancellation
(civil commotion at planned destination)

Type of Insurance:
Travel

投訴爭議點：
取消旅程（計劃目的地發生騷亂）

保險類別：
旅遊保險

The Complaint

The complainant took out a travel insurance policy for her family trip to Osaka from 14 to 18 August 2019. The family originally intended to take the flight departing from Hong Kong to Osaka at 00:50 on 14 August 2019. In order to avoid any delay in reaching the airport due to the chaos arising from the public assembly at the airport at that period, they arrived the airport early at about 17:00 on 13 August. However, they were eventually informed by the airline that the flight would be cancelled. They then decided to cancel their trip. A full refund for the flight tickets was received from the airline. The complainant subsequently filed a claim to the insurer for the irrecoverable hotel accommodation expenses under the trip cancellation benefit.

Given that the flight cancellation was due to local disruption of airport facility in Hong Kong, not at the planned destination, the insurer declined the complainant's claim for the trip cancellation benefit.

投訴內容

投訴人及家人計劃於 2019 年 8 月 14 至 18 日到大阪旅遊，並購買旅遊保險。他們原定乘坐 2019 年 8 月 14 日零時 50 分由香港飛往大阪的航班，由於機場在那段時間受公眾集會影響而出現混亂，為避免任何延誤，他們提早於 8 月 13 日約下午五時便抵達機場。然而，航空公司其後通知他們所乘坐的航班會被取消，投訴人一家遂決定取消旅程。他們獲航空公司退回全部機票費用，其後投訴人根據旅遊保單內的「取消行程」保障向保險公司申索未能退回的酒店費用。

由於航班取消乃因香港機場設施受阻導致，並非發生於計劃目的地，保險公司因此拒絕向投訴人賠償「取消行程」保障。

Case Review 個案分析

個案 Case 02

Findings of the Complaints Panel

It is stipulated in the "trip cancellation" benefit of the policy that "the insurer shall reimburse the insured person… for the irrecoverable loss of transportation and/or accommodation expenses paid in advance by the insured person or for which the insured person is legally liable and not recoverable from any other source upon cancellation of the journey or any scheduled destination arising due to:

(c) unexpected outbreak of strike or other industrial action, riot, civil commotion… at the planned destination arising within one week before the departure date of the journey."

It was stated in the certificate for cancellation issued by the airline that the reason for flight cancellation was local disruption of airport facility in Hong Kong. Given that the disruption of airport facility occurred in Hong Kong, not at the planned destination, the Complaints Panel agreed with the insurer that the claim did not meet the policy terms and conditions.

Ruling of the Complaints Panel

The Complaints Panel endorsed the insurer's decision in declining the complainant's claim for trip cancellation benefit of around HK$3,000.

Message from the Complaints Panel

All insurance contracts contain an insuring clause which specifies the types, nature and circumstances of loss covered by the policy. If an incident is not caused by a specified insured peril or if the circumstances leading to a loss do not fulfil the terms and conditions as stipulated in the policy provisions, the Complaints Panel will usually support the insurer to decline the claim.

投訴委員會的調查結果

有關旅遊保單內「取消行程」保障的條款訂明：「……在旅程或旅程任何一個目的地出於下列原因而取消時，保險公司會就受保人無法討回的預付交通及住宿費用之損失，或受保人因此需要承擔法律責任且無法從任何其他方面討回的損失作出賠償：

(c) 於旅程出發日前一個星期內，計劃目的地出現非預期的罷工或其他工業行動、暴動、內亂……」

根據航空公司發出的航班取消證明顯示，航班取消的原因為香港機場設施中斷。由於機場設施中斷發生在香港，而非計劃目的地，投訴委員會認同投訴人的申索不符合保單的條款和條件。

投訴委員會的裁決

投訴委員會贊同保險公司拒絕向投訴人賠償「取消行程」保障的決定，涉及金額約 3,000 港元。

投訴委員會的意見

所有保險合約均清楚列明承保條款，詳細交待合約將承保的損失類別、性質及情況。假如某宗事故並非因指定的受保風險導致，又或引致損失的情況並不符合保單訂明的條款和條件，投訴委員會一般會支持保險公司拒絕賠償的決定。

Case Review 個案分析

Case 個案 03

Application of policy terms 保單條款的詮釋

Essence of Complaint:
Travel Delay
(train suspension caused by typhoon)

Type of Insurance:
Travel

投訴爭議點：
旅程延誤（因颱風導致火車暫停）

保險類別：
旅遊保險

The Complaint

The complainant took out a travel insurance policy with the insurer for his trip to Tokyo from 6 to 9 September 2019. On the day he intended to return to Hong Kong, all the land transport to Narita Airport was closed due to typhoon. As he was unable to get to the airport, he stayed in Tokyo for one night and took the rescheduled flight offered by the airline the next day at no extra costs. The total delay hours were around 16 hours. After returned to Hong Kong, he filed a claim to the insurer for the additional hotel expenses incurred under the travel delay benefit.

According to the certificate issued by the train operator, the train services were suspended on 9 September 2019 due to typhoon and were resumed on 10 September. As the certificate did not state the actual delay hours, the insurer declined the complainant's claim on the grounds that there was not enough evidence to prove the claim fell within the provisions of the travel delay benefit.

The complainant was not satisfied with the insurer's decision. He submitted a local newspaper which confirmed that all the train services were suspended on 9 September 2019 until 8:00 am the next day due to typhoon to support his case. However, the insurer maintained its decision to decline the claim.

投訴內容

投訴人為 2019 年 9 月 6 日至 9 日往東京旅行購買旅遊保險。在他原定返回香港的那天，所有前往成田機場的陸路交通因颱風而停止服務，由於他無法前往機場，於是留宿東京一晚，並於第二天乘坐由航空公司重新安排的航班返港，毋須繳付額外費用，總延誤時數約 16 小時。回港後，他就旅遊保單內的「旅程延誤」保障向保險公司申索額外的酒店費用。

根據鐵路公司發出的證明顯示，火車服務因受颱風吹襲於 2019 年 9 月 9 日暫停，並於 9 月 10 日恢復。由於有關證明沒有說明實際延誤的時數，保險公司拒絕投訴人的索償申請，原因是沒有充足的證據證明有關索償符合「旅程延誤」保障的條款。

投訴人不滿保險公司的決定，他提交一份當地報紙以支持他的個案，有關報章指出所有火車服務因颱風關係於 2019 年 9 月 9 日暫停運作，直至翌日上午八時。然而，保險公司堅持不予賠償。

Case Review 個案分析

個案 Case 03

Findings of the Complaints Panel

It is stipulated in the "travel delay" benefit of the travel insurance policy that "in the event the insured's covered trip is delayed by a public common carrier due to adverse weather conditions… and the delay exceeds six consecutive hours from the time specified in the itinerary, the insurer will pay the amount of benefit stated… for each and every full six consecutive hours delayed, up to the maximum stated... The period of delay is counted from the originally scheduled time of departure of the arranged public common carrier to the actual departure time of the arranged public common carrier or first available alternative transportation offered by the relevant public common carrier, whichever is lesser."

The Complaints Panel noted that the insurer was willing to offer HK$600 (i.e. HK$300 per each full 6-hour delay x 2) to the complainant after duly considered the opinions given by the Honorary Secretaries. However, it received no reply from the complainant on the revised offer.

Given that there was concrete evidence showing that the complainant's return flight to Hong Kong was delayed for around 16 hours due to adverse weather condition, the Complaints Panel concurred with the insurer's subsequent offer of HK$600 for the claim. On the other hand, since the travel delay benefit did not provide coverage for additional accommodation expenses, the Complaints Panel agreed with the insurer's decision in rejecting the claim for the hotel expenses incurred by the complainant on 9 September 2019.

Ruling of the Complaints Panel

Under such circumstances, the Complaints Panel ruled that the insurer's subsequent offer of HK$600 to the complainant in respect of the travel delay benefit claim was fair and appropriate.

Message from the Complaints Panel

Most travel insurance policies provide cover for travel delay of common carriers. The insurer will pay the insured a specified amount of compensation for a specified number of hours of delay up to a maximum limit if the delay is caused by an insured peril. When determining the merits of such cases, other than certificates issued by airlines or operators of public common carriers, the Complaints Panel also considers other valid evidence in support of the case.

投訴委員會的調查結果

有關旅遊保單內「旅程延誤」保障的條款訂明：「於受保人出發後，如受保旅程因惡劣天氣……引致所乘的公共交通工具延誤……而延誤較行程表上訂明的時間超過連續六小時，保險公司會就每滿連續六小時的延誤作出賠償，以最高賠償額為上限……延誤的時間由受保人行程表上訂明的公共交通工具的原定出發時間起計，直至該公共交通工具的實際出發時間，或由相關公共交通工具營運商安排的首班替代交通工具的實際出發時間，以較少者為準。」

投訴委員會得悉保險公司考慮了名譽顧問的意見後，同意向投訴人作出 600 港元的賠償（即每滿六小時的延誤賠償 300 港元 x 2），但投訴人沒有就有關賠償建議作出回覆。

鑑於現有證據顯示投訴人回港的航班因惡劣天氣狀況而延誤了約 16 小時，投訴委員會贊同保險公司其後作出 600 港元的賠償建議。另一方面，由於「旅程延誤」保障並沒有為額外住宿費用提供保障，投訴委員會同意保險公司拒絕就投訴人 2019 年 9 月 9 日入住酒店的費用作出賠償。

投訴委員會的裁決

在這情況下，投訴委員會裁定保險公司其後就「旅程延誤」保障向投訴人作出 600 港元的賠償建議的決定公平和合理。

投訴委員會的意見

大部分旅遊保單提供公共交通工具延誤保障，假如有關延誤是因受保風險引致，保險公司會按指定延誤時數向受保人發放指定賠償金額，惟不超過最高限額。在處理這類個案時，除了航空公司或公共交通工具營運商發出的證明外，投訴委員會還會考慮其他支持有關個案的合理證據。

Case Review 個案分析

Case 個案 04

Application of policy terms 保單條款的詮釋

Essence of Complaint:
Definition of "cancer"

投訴爭議點：
「癌症」定義

Type of Insurance:
Critical Illness

保險類別：
危疾保險

The Complaint

The insured was admitted to a private hospital for CT scan of urogram and left renal pelvis tumour biopsy. He was re-admitted around a month later to receive nephroureterectomy. He was diagnosed as suffering from left renal papillary transitional cell carcinoma (TTC). As papillary TTC means that the cancer was not carcinoma in-situ, the insured then submitted a critical illness claim to the insurer for "cancer".

The insurer indicated that there was no uncontrolled growth of abnormal cancer cells. It therefore declined the insured's critical illness claim on the grounds that his condition did not fulfill the policy definition of "cancer".

投訴內容

受保人入住私家醫院進行尿路造影電腦掃描檢查及左腎盂腫瘤活檢，約一個月後再度入院接受腎臟切除手術，被診斷患上左腎乳頭狀移行細胞癌。由於乳頭狀移行細胞癌並不屬原位癌，受保人於是向保險公司遞交「癌症」的危疾索償申請。

保險公司指受保人沒有出現不受控的異常癌細胞生長的情況，故拒絕向他發放危疾賠償，原因是他的情況不符合保單內「癌症」定義的要求。

Case Review 個案分析

個案 Case 04

Findings of the Complaints Panel

It is stipulated in the policy provisions of the critical illness policy that "cancer" means "a focal autonomous new growth of abnormal cells which has resulted in the invasion of normal tissues. Such cancer must be positively diagnosed upon the basis of a microscopic examination of fixed tissues, or preparations from the haemic system. Such diagnosis shall be based solely on the accepted criteria of malignancy after a study of the histocytologic architecture of pattern of the suspect tumour, tissue or specimen. Clinical diagnosis does not meet this standard. Cancer of skin, except for malignant melanoma, a non-invasive carcinoma in-situ and CIN lesion of whatever histology, grade or classification shall not be included."

The Complaints Panel learnt from the histopathology report on the insured's left nephroureterectomy specimen that the diagnosis was malignant papillary TCC, grade 2, involving the renal pelvis. No stromal invasion or lymphovascular invasion was identified. Furthermore, the external medical advisor appointed by the insurer concluded the tumour as Ta (non-invasive papillary carcinoma) and was at stage 0a, though it might potentially be invasive at future date.

Given that the two pieces of medical evidence showed that the insured's tumour was non-invasive at the moment when he was diagnosed with papillary TTC, the Complaints Panel was convinced that his condition did not fulfill the policy definition of "cancer".

Ruling of the Complaints Panel

As such, the Complaints Panel supported the insurer's decision in declining the critical illness claim for HK$700,000.

Message from the Complaints Panel

Most traditional critical illness policies exclude major illnesses at the early stage. Carcinoma in-situ and premalignant tumours are usually excluded in the critical illness policies for "cancer". In determining whether or not a medical condition meets with the diagnostic criteria as specified in the "cancer" definition of the policy, the Complaints Panel relies heavily on the histopathology reports and the medical opinions given by the attending physicians or oncologists.

投訴委員會的調查結果

有關危疾保單的條款訂明：「癌症」是指「新的不正常細胞在某一焦點範圍內獨立生長，並侵入其他正常的細胞組織。癌病須根據固定細胞組織的微切片檢查或血液系統的細胞檢查作為確實的診斷。被懷疑是腫瘤的組織或樣本必須經過細胞結構及形態分析並符合癌症診斷之條件，一切皆以此為診斷之基礎。臨床診斷的結果並不符合以上的標準。皮膚癌（除惡性黑素瘤外）、原位癌和各級別之子宮頸表層細胞之癌變皆不包括在此保障範圍內。」

投訴委員會從受保人切除的左腎樣本組織的病理學報告得悉，診斷結果為涉及腎盂的第二級惡性乳頭狀移行細胞癌，未有發現間質浸潤或淋巴管浸潤。此外，保險公司委任的外部醫療顧問斷定有關腫瘤屬 Ta 等級（非浸潤性乳頭狀癌），並處於 0a 階段，儘管它將來可能會具侵入性。

鑑於兩份醫學證明均顯示受保人在被確診患上乳頭狀移行細胞癌時，腫瘤並沒有侵入性，投訴委員會因此同意他的情況不符合保單內「癌症」定義的要求。

投訴委員會的裁決

投訴委員會因此支持保險公司的決定，不予作出危疾賠償，涉及金額 700,000 港元。

投訴委員會的意見

大部分傳統的危疾保單均不會為早期危疾提供保障，而「原位癌」及「癌前病變」一般都不包括在危疾保單「癌症」的受保範圍內。在決定某一醫療狀況是否符合保單「癌症」定義內指定的診斷準則，投訴委員會非常依重組織病理學報告及主診醫生或腫瘤科醫生的醫學意見。

Case Review 個案分析

Case 05 個案

Application of policy terms 保單條款的詮釋

Essence of Complaint:
Radiotherapy Treatment Planning

投訴爭議點：
放射治療規劃

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

The complainant was covered by a medical plan with an overall annual limit of HK$1.3 million including full coverage to the Miscellaneous Hospital Services benefit and HK$3,650 per day of Inpatient Physician's Fees benefit up to 182 days per year.

The complainant was diagnosed with lung cancer (stage 4) and was admitted to a private hospital for 11 days to receive radiotherapy treatment (RT). The total hospital expenses incurred were around HK$510,000, of which HK$185,000 belonged to the doctors' fees charged by three specialists for RT planning, RT computer tomography monitoring and intravenous sedation for RT planning.

The insurer reimbursed the complainant nearly 75% of the total hospital expenses for the claim. The difference mainly arose from the claims settlement for the various doctors' fees. The insurer settled such fees under the Inpatient Physician's Fees benefit by paying an amount of HK$40,150, which was the maximum daily benefit of HK$3,650 for 11 days.

The complainant was not satisfied with the claims settlement and emphasized that RT planning was an integral part of her RT which should be covered by the policy.

投訴內容

投訴人的醫療保單的年度總限額為 130 萬港元，當中包括全數「住院雜費」保障及每日 3,650 港元的「住院醫生巡房費」保障，每年最多 182 日。

投訴人被確診患上第四期肺癌，入住私家醫院 11 天接受放射治療，總醫療開支約為 510,000 港元，當中 185,000 港元涉及三位專科醫生就放射治療規劃、電腦掃描監測及用於放射治療的靜脈鎮靜的收費。

保險公司向投訴人支付了接近 75% 的總住院費用，有關差額主要源於各項醫生費用的賠償，保險公司把相關的醫生費用歸入「住院醫生巡房費」保障，作出 40,150 港元的賠償（即每日最高賠償限額 3,650 港元 x 11 日）。

投訴人不滿有關賠償金額，強調放射治療規劃屬放射治療不可或缺的一部分，應可獲得賠償。

Case Review 個案分析

個案 Case 05

Findings of the Complaints Panel

It is stipulated in the policy provisions that "Inpatient Physician's Fees benefit shall be payable for attendance fee of registered medical practitioner for non-surgical hospital confinement…" whereas "Miscellaneous Hospital Services benefit shall be payable for the hospital services including… anaesthesia and oxygen, blood transfusions, drugs, medicine, films, imaging, intravenous infusions, laboratory examinations, related test and drugs fee of chemotherapy and radiotherapy, consumables used in the operating theatre… etc."

Given that RT planning fee was not specifically listed under the Miscellaneous Hospital Services benefit and the various doctors' fees were charged by the doctors instead of the hospital, the Complaints Panel concurred with the insurer's decision in not paying such fees under the Miscellaneous Hospital Services benefit.

The Complaints Panel also noted that the Honorary Secretaries had recommended the insurer to reimburse the various doctors' fees under the Inpatient Specialist's Fees benefit as the three doctors were all specialists referred by the complainant's attending doctor. The insurer subsequently agreed and re-processed such fees under the In-patient Specialist's Fees benefit with an annual limit of HK$26,000 on an exceptional basis.

Ruling of the Complaints Panel

In this connection, the Complaints Panel agreed that the insurer had settled the claim in accordance with the policy terms and conditions.

Message from the Complaints Panel

In recent years, more and more people opt for supreme hospital plans which provide comprehensive "full cover" benefit to most or certain types of medical expenses. In determining which benefit an insurer should pay for a specific medical expense in a hospitalization claim, the Complaints Panel focuses on the nature of the medical expenses, the party who charged the fee as well as the relevant terms and wordings stipulated in the policy provisions.

投訴委員會的調查結果

有關醫療保單的條文訂明：「『住院醫生巡房費』保障支付……因非手術性治療而住院所需之註冊西醫巡房費……而『住院雜費』保障則支付住院服務費用，包括：施行麻醉及氧氣、輸血、藥物、底片及診斷影像、靜脈注射、實驗室化驗、化學治療及放射治療的相關檢測和藥物費用、在手術室內使用的物品……」

由於放射治療規劃並沒有列明在『住院雜費』保障內，加上涉及的各項醫生費用是由醫生收取，而非醫院收取，投訴委員會因此同意保險公司不把相關費用歸入「住院雜費」保障作出賠償。

投訴委員會亦留意到投訴局的名譽顧問曾建議保險公司把各項醫生費用歸入「住院專科醫生費」保障，因為涉及的三位專科醫生均是由投訴人的主診醫生轉介。基於情況特殊，保險公司其後同意按名譽顧問的建議，重新處理有關索償，並把所涉的醫生費用歸入「住院專科醫生費」保障作出賠償，該保障的每年限額為26,000 港元。

投訴委員會的裁決

在這方面，投訴委員會認同保險公司已根據保單的條款及條件悉數作出賠償。

投訴委員會的意見

近年，越來越多人選擇購買高端的醫療計劃，為大部分或指定類型的醫療費用提供「全數賠償」的保障。在決定保險公司應以哪一項保障支付住院索賠中指定的醫療費用時，投訴委員會會眾焦於該醫療費用的性質、收取費用的一方及保單訂明的相關條款及詞彙。

Case Review 個案分析

Case 個案 06

Application of policy terms 保單條款的詮釋

Essence of Complaint:
Accidental Bodily Injury (recurrent injury)

投訴爭議點：
意外受傷（復發性受傷）

Type of Insurance:
Personal Accident

保險類別：
個人意外保險

The Complaint

The insured attended the Accidental and Emergency Department of a public hospital due to shoulder injury following a slip and fall accident during yoga class. She was diagnosed with right shoulder dislocation and was granted sick leave for one week. She subsequently consulted a general practitioner a week later for residual shoulder pain and swelling. A further sick leave of 25 days was granted. She then submitted an accident claim to the insurer for temporary disability benefit.

Given that the attending physician indicated in the claim form that the insured's previous dislocation might have contributed to the current accident and/or lengthen the disability, the insurer declined her accident claim on the grounds that her condition did not conform with the policy definition of "accidental bodily injury".

投訴內容

受保人上瑜伽班時不慎滑倒導致肩膀受傷，被送到公立醫院急症室，診斷結果為右肩關節脫位，獲發一星期病假。一星期後，她的右肩仍有疼痛及腫脹，遂向私家醫生求診，再獲發 25 天病假。受保人其後就「暫時性傷殘」保障向保險公司申請意外索償。

鑑於主診醫生於索償表格上指出受保人過去的關節脫位可能促成是次意外及／或延長傷殘時間，保險公司因此認為受保人的情況不符合保單內「意外受傷」定義的要求，不予作出意外賠償。

Case Review 個案分析

個案 Case 06

Findings of the Complaints Panel

It is stipulated in the contract provisions of the personal accident policy that "…the insurer will pay a benefit to the insured while the insured suffered disablement, hospitalization or medical treatment resulting directly and independently of all other causes, from accidental bodily injury…" and "accidental bodily injury" means "an injury effected directly and independently of all other causes by accident as evidenced by a visible bruise or wound on the body…"

The Complaints Panel noted from the medical records that the insured had sustained right shoulder dislocation six times in the past seven years (including the current one). Three incidents occurred during yoga class and the previous one occurred two years ago. Surgical stabilization was suggested at that time but the insured refused.

Since the insured had not performed any surgical stabilization to her right shoulder as suggested by the doctors, she had never fully recovered from recurrent right shoulder dislocation condition. Under such circumstances, the Complaints Panel was not convinced that the insured's current right shoulder dislocation was directly and independently caused by the yoga accident without any other contributing factor.

Ruling of the Complaints Panel

As the insured's condition failed to fulfil the policy definition of "accidental bodily injury", the Complaints Panel upheld the insurer's decision to decline the accident claim of around HK$9,000.

Message from the Complaints Panel

A personal accident policy provides insurance coverage for an insured when he/she sustains an accidental bodily injury which is caused solely by an accident (an unexpected or unforeseen event) and independent of all other causes. Other than the nature of the injury, the Complaints Panel also studies the underlying cause of the injury. If there is other factor contributing to the occurrence of the injury, the Complaints Panel will usually rule against the claimants since the criteria of 'directly and independently caused by an accident' as required in the policy provisions cannot be fulfilled.

投訴委員會的調查結果

有關個人意外保單的條款訂明：「如有資料證明受保人直接及純粹因意外受傷而導致傷殘、住院或需接受治療……保險公司會向受保人作出賠償」；而「意外受傷」乃指「直接及純粹因意外而非其他原因導致身體受傷，並有明顯的瘀傷或傷口……」

投訴委員會從醫療紀錄得悉，受保人在過去七年共出現六次右肩關節脫位的情況（包括是次事件），其中三次在上瑜伽班時發生，而前一次意外則發生於兩年前，當時醫生曾向受保人建議動手術以穩定脫位情況，惟她拒絕。

由於受保人並沒有按醫生的建議接受手術以穩定其右肩關節脫位，故她復發性的右肩關節脫位從沒有完全康復，在這情況下，投訴委員會並不認同受保人是次右肩關節脫位是直接及純粹因瑜伽意外導致，不涉及其他促成因素。

投訴委員會的裁決

基於受保人的情況不符合保單內「意外受傷」的定義，投訴委員會裁定保險公司不予作出意外賠償的決定合理，涉及金額約 9,000 港元。

投訴委員會的意見

個人意外保單保障受保人因無法預計及未能預料的意外事故而導致的身體受傷，當中不涉及其他因素。除了傷患的性質，投訴委員會亦會考慮傷患的根本原因，如果有其他因素導致傷患發生，投訴委員會一般傾向支持保險公司拒絕賠償的決定，因為索償未能符合保單條款要求必須「由意外直接及獨立造成」的條件。

Case Review 個案分析

Case 個案 07

Application of policy terms 保單條款的詮釋

Essence of Complaint:
Water Tanks, Apparatus & Pipes Extension

投訴爭議點：
水箱、輸水裝置及水管附加險

Type of Insurance:
Fire

保險類別：
火險

The Complaint

The complainant effected a fire insurance policy which covers loss or damage to buildings including landlord's fixtures and fittings caused by fire, lightning or explosion of boilers or gas used for domestic purposes only. The policy was extended to cover damage directly caused by bursting or overflowing of water tanks, apparatus or pipes under the extra perils extension (Water Tanks, Apparatus & Pipes).

The insured premises was found to have water dripping from the bedroom ceiling. The complainant reported the incident to the Food and Environmental Hygiene Department (FEHD) and the management office. FEHD carried out an investigation around two weeks later and water seepage was found at the bedroom ceilings of the insured premises with moisture content exceeding 35%. The result of flow meter test regarding the fresh water supply pipes at the upper flat was negative. Water dripping was also detected from the flush water supply pipe in the guest bathroom of the upper flat. The complainant then filed a claim to the insurer for the repair works of the damaged ceiling.

Given that the cause of water damage to the insured premises was due to water seepage of flush water gate valve at the upper flat, the insurer considered that the claim did not fall within the coverage of the aforesaid extra perils extension. Furthermore, as the entire insured premises was under renovation by the complainant two years prior to the incident, the claimed ceiling painting should be deemed as an improvement work rather than the original landlord's fixtures and fittings. As such, the claim fell outside the scope of the fire policy.

投訴內容

投訴人投購了火險保單，保障因火災、雷電或家用鍋爐或家用氣體燃料爆炸而導致建築物（包括發展商固定裝置及設備）的損失或損毀，並加入《水箱、輸水裝置及水管》附加險，延伸保障至水箱、輸水裝置及水管爆裂或滿溢而直接造成的損毀。

投訴人發現受保單位的睡房天花滴水，於是通知食物環境衞生署（食環署）及管理處，食環署約兩星期後派人到受保單位進行調查，發現睡房天花有滲水情況，濕度水平超過 35%，而上層單位的食水供水喉管的流量錶測試結果為負數，在該單位客廁的鹹水喉管則發現有滴水。投訴人隨後就受損天花的維修費用向保險公司提交索償申請。

鑑於受保單位的損毀是因上層單位的鹹水閘掣滲水所致，保險公司因此認為投訴人的索償不符合有關附加險的保障範圍。此外，由於投訴人於是次事件發生兩年前曾為整個受保單位進行裝修工程，因此申索的天花油漆應被視為家居裝修改良部分，而非發展商固定裝置及設備，有關索償因此超出了火險保單的保障範圍。

Case Review 個案分析

個案 Case 07

Findings of the Complaints Panel

The extra perils extension (Water Tanks, Apparatus & Pipes) provides coverage to damage directly caused by bursting or overflowing of water tanks, apparatus or pipes but excluding (i) the first HK$3,000 of each and every loss… (ii) damage to water tanks apparatus or pipes; and (iii) damage caused by water discharged or leaking from any installation of automatic sprinklers.

Since ceilings are part of the fabric of the buildings, they are generally considered as building items, regardless whether or not improvement works have been carried out to them. Having duly considered the large-scale damage caused to the ceilings of the insured premises, the Complaints Panel tended to believe that the proximate cause of the incident was likely due to bursting of water apparatus or pipe which was an insured peril under the aforesaid extra perils extension.

Ruling of the Complaints Panel

The Complaints Panel resolved to rule in favour of the complainant and decided that the insurer should be responsible for the ceiling damage of the insured premises. As the insured premises had carried out renovation two years ago, the insurer offered a settlement of HK$1,500 (net of policy excess) to the complainant after liaising with the complainant's household insurer to compromise on their respective contribution amount.

Message from the Complaints Panel

Proximate cause is a key principle of insurance and is concerned with how the loss or damage actually occurred. In assessing whether or not a loss or a damage is caused by an insured peril, the Complaints Panel usually looks into the possible proximate cause leading to the claimed loss.

投訴委員會的調查結果

《水箱、輸水裝置及水管》附加險保障因水箱、輸水裝置或水管爆裂或滿溢直接造成的損毀，但不包括：（i）每宗或每次事故損失之首 3,000 港元……（ii）水箱、輸水裝置或水管出現損毀；及（iii）任何自動消防灑水系統排水或滲漏而造成的損毀。

由於天花乃屬樓宇結構的一部分，不論它有否曾進行裝修改良工作，一般均被視為樓宇項目。經考慮受保單位天花的大範圍損毀後，投訴委員會傾向相信事故的近因很可能是由於輸水裝置或水管破裂造成，屬有關附加險的受保風險。

投訴委員會的裁決

投訴委員會裁定投訴人得直，並裁定保險公司應負責受保單位的天花損毀。由於受保單位兩年前曾進行裝修，保險公司經與投訴人的家居保單的承保商磋商其各自負責的賠償額後，向投訴人建議作出 1,500 港元（扣除自負額後）賠款。

投訴委員會的意見

近因是保險的關鍵原則，與損失或損毀的實際發生方式有關。在評估某項損失或損毀是否由受保風險造成，投訴委員會一般會了解可能導致索賠損失的近因。

Case Review 個案分析

Case 個案 08

Non-Disclosure 沒有披露事實

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

Type of Insurance:
Hospitalization

投訴爭議點：
重要事實（合理預期會披露）

保險類別：
住院保險

The Complaint

A mother effected a hospitalization policy for her two-month-old son (the insured). She declared clean medical history for the insured in the application form and submitted the insured's infant record from hospital and his Child Health Booklet to the insurer at the time of policy application. The policy was then issued on standard terms. Nine months later, the insured was admitted to a private hospital to receive endoscopic third ventriculostomy and external ventricular drainage for hydrocephalus. The mother filed a hospitalization claim to the insurer for the hospital expenses incurred.

During claims investigation, the insurer learnt from the medical records of a government maternal and child health centre (MCHC) that the insured was delivered at 38 weeks via caesarean section due to fetal big head. He presented with mild neonatal jaundice for six days after the first week of birth. Furthermore, the insured attended MCHC at two months old due to head circumference greater than 97th percentile. It was noted that his father also had big head since baby. Given that the mother had not disclosed the aforesaid medical records of the insured and the family history of big head at the time of policy application, the insurer declined the hospitalization claim on the grounds of material non-disclosure.

投訴內容

一位母親為她兩個月大的兒子（受保人）投購住院保單，她在投保申請書上申報健康病歷，並向保險公司提交由醫院發出的受保人初生嬰兒紀錄及兒童健康紀錄冊，保險公司以標準條款繕發保單。九個月後，受保人因腦積水入住私家醫院接受內窺鏡第三腦室造口術及室外引流，該母親其後就有關醫療費用向保險公司提出住院索償。

於調查索償期間，保險公司從一所公立母嬰健康院的醫療紀錄得悉，由於胎兒頭大，該母親於第 38 週進行剖腹分娩；受保人出生後一星期出現輕微初生嬰兒黃疸六天，另由於頭圍超過第 97 百分位，他於兩個月大時到母嬰健康院覆診，而紀錄顯示他父親自嬰兒時頭也偏大。基於該母親於投保時沒有申報受保人上述的醫療紀錄及有關頭大的家族史，保險公司遂以她沒有披露重要事實為理由，拒絕住院索償。

Case Review 個案分析

個案 Case 08

Findings of the Complaints Panel

As regards the insured's big head condition, the Complaints Panel learnt that it was written in the infant record that the insured's head circumference at birth was 36cm, equivalent to around 85th percentile. Although the head circumference page in the Child Health Booklet was missing, the insurer had not asked for the whole booklet for underwriting purpose. On the other side, the mother's obstetrician clarified that the fetal head circumference was noted to be on the larger side since 29+ weeks of gestation, but there was no intracranial pathology noted during the antenatal period. Also, the health declaration in the application form did not have question asking for big head family history. In this regard, the Complaints Panel did not think that the insurer had valid grounds to decline the hospitalization claim.

As regards the insured's health history of neonatal jaundice, since it is a common condition for newborn babies while the medical records of MCHC showed that the insured's neonatal jaundice had already been resolved prior to policy application, the Complaints Panel agreed that it was acceptable for the mother not to make such declaration in the application form.

Ruling of the Complaints Panel

As the grounds for the insurer to decline the hospitalization claim was not strong, the Complaints Panel ruled in favour of the mother and awarded her an amount of about HK$300,000.

Message from the Complaints Panel

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

投訴委員會的調查結果

有關受保人頭大的狀況，投訴委員會從醫院發出的初生嬰兒紀錄得悉，受保人於出生時的頭圍是 36 厘米，相等於約第 85 百分位。雖然兒童健康紀錄冊內欠缺了關於頭圍資料那頁，保險公司卻沒有向該母親索取整本健康紀錄冊以作核保。另一方面，該母親的婦產科醫生亦澄清，胎兒自第 29 週起被發現頭圍偏大，惟在懷孕期間並沒有出現顱內病變。此外，投保申請書上的健康問題亦沒有問及頭大的家族史。在此情況下，投訴委員會並不認為有充分理據支持保險公司拒賠的決定。

至於受保人的初生嬰兒黃疸病史，由於初生嬰兒黃疸屬新生嬰兒常見的病況，而母嬰健康院的醫療紀錄亦顯示受保人的初生嬰兒黃疸於投保前已痊癒，投訴委員會因此認為該母親沒有在投保申請書上作出相關披露是可以接受。

投訴委員會的裁決

由於保險公司拒絕住院賠償的理據不太充分，投訴委員會因此裁定該母親得直，保險公司需向她賠付約 300,000 港元的住院賠償。

投訴委員會的意見

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

Case Review 個案分析

Case 個案 09

Non-Disclosure 沒有披露事實

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

Type of Insurance:
Hospitalization

投訴爭議點：
重要事實（合理預期會披露）

保險類別：
住院保險

The Complaint

The complainant applied for a medical policy with the insurer. He declared clean health history in the application form and submitted with the application form his health screening report done two years ago in a private hospital. Since the report revealed the presence of mild degenerative changes in his upper lumbar spine, the insurer issued the policy with an exclusion on disorder of lumbar spine.

Three years later, the complainant was admitted to a private hospital to receive sleep study test and the final diagnosis was mild obstructive sleep apnea. The insurer noted that the complainant had symptoms of snoring for five to six years and choking feeling during sleep for two to three years prior to the admission. Since the complainant's snoring problem, which is a symptom of sleep apnea, had existed prior to the policy application but had not been declared in the application form, the insurer refused to entertain his hospital claim for material non-disclosure. Had such information be declared at the time of policy application, the insurer's underwriting decision would have been different. The insurer would have asked for the cause or diagnosis of snoring or imposed special condition to the cover.

投訴內容

投訴人向保險公司投購住院保單，在投保申請書上申報健康病歷，並提交他兩年前在私家醫院驗身的報告。由於報告顯示投訴人的上腰椎呈輕微退化，保險公司遂於保單附加不保事項條款，不承保腰椎疾病。

三年後，投訴人入住私家醫院接受睡眠測試，最終診斷結果為輕微睡眠窒息症。保險公司得悉投訴人有打鼾症狀五至六年，而在入院兩至三年前睡眠有氣阻的感覺。由於投訴人的打鼾問題（即睡眠窒息症的症狀）在投保前已存在，而他卻沒有在投保申請書上披露，保險公司遂以他沒有披露重要事實為理由，拒絕其住院賠償。保險公司指若投訴人於投保時披露相關資料，其承保結果會有所不同，保險公司會要求投訴人提供打鼾的原因或診斷結果或於保單內附加特別條款。

Case Review 個案分析

個案 Case 09

Findings of the Complaints Panel

The Complaints Panel studied the health questions in the application form and located only one question relevant to the case. The question asked if the applicant had any undiagnosed symptoms in the last six months, or currently undergoing medical investigations or awaiting results for the said symptoms and the complainant answered "no".

The Complaints Panel also noted from the attending doctor that the complainant's symptoms related to sleep apnea manifested only after the policy was effected. Since snoring at sleeping is a common phenomenon and the complainant had not sought any consultations for his snoring problem prior to the policy application, the Complaints Panel was not convinced that the complainant's snoring was an undiagnosed symptom which had to be declared in the application form.

Ruling of the Complaints Panel

Under such circumstances, the Complaints Panel ruled in favour of the complainant and awarded him the hospitalization claim of about HK$8,000.

Message from the Complaints Panel

In dealing with non-disclosure disputes, the Complaints Panel focuses mainly on whether or not the non-disclosed fact is:

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

The Complaints Panel is mindful of whether or not it is fair and reasonable to expect an insured to disclose a particular piece of information alleged by the insurer to be a material fact. If there is no concrete and objective evidence to prove how a common medical condition/symptom existed prior to the policy application would have affected the insurer's underwriting decision, the Complaints Panel believes that it may not be fair for the insurer to base solely on that medical condition/symptom to decline a claim for material non-disclosure.

投訴委員會的調查結果

投訴委員會研究投保申請書上有關健康的問題，察覺到當中只有一條問題與此個案有關，該問題問及申請人在過去六個月內有否任何未診斷的症狀，或現時是否正接受檢查或正等候以上提及的症狀的結果，而投訴人則回答「沒有」。

投訴委員會亦留意到主診醫生指出，與投訴人睡眠窒息症相關的症狀於保單生效後才出現。由於睡覺出現打鼾是很普遍的現象，加上投訴人於保單生效前從沒有因打鼾問題求診，投訴委員會並不認為他的打鼾屬未診斷的症狀，需要在投保申請書上申報。

投訴委員會的裁決

在此情況下，投訴委員會裁定投訴人得直，保險公司需向他作出住院賠償，涉及的金額約8,000 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，投訴委員會會集中考慮下列各點：

1) 沒有披露的資料是否重要事實，足以影響審慎的承保商決定應該接受或拒絕承保，或如何釐定保費和保單條款及條件；
2) 投保人是否知道有關事實；
3) 預期投保人披露有關事實是否合理。

投訴委員會會仔細考慮預期受保人披露某項被保險公司視為重要事實的資料，是否對受保人公平和合理。如果沒有具體及客觀的證據，證明某種在保單生效前已出現的常見醫療狀況／症狀會如何影響保險公司的承保決定，投訴委員會相信保險公司純粹以受保人沒有披露該醫療狀況／症狀屬重要事實，繼而拒絕賠償並不公平和合理。

Case Review 個案分析

Case 個案 10

Non-Disclosure 沒有披露事實

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

Type of Insurance:
Hospitalization

投訴爭議點：
重要事實（影響承保決定）

保險類別：
住院保險

The Complaint

A young lady applied for a life policy with hospital benefit in February 2019. She declared clean health history in the application form and the policy was then issued with standard terms. She was diagnosed with left breast mastitis in November 2019 and was admitted to a private hospital to receive left breast lumpectomy. She filed a hospitalization claim to the insurer for the hospital expenses incurred.

Upon claims investigation, the insurer learnt from the medical records of several public hospitals that the insured was diagnosed with epilepsy and seizure in 1999 when she was two years old. Since then, she had regular follow-up consultations and investigations until 2017. She also suffered from upper abdominal pain in 2006, fatty liver in 2008 and some gynecological diseases from 2012 to 2018. It was stated in the report of the Family Planning Association of Hong Kong that the insured had history of convulsion and migraine in childhood which was followed up in a public hospital. 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 the insured's hospitalization claim and rescinded the policy on the grounds of material non-disclosure.

The insured disagreed with the insurer's decision. She emphasized that she did not know she had suffered from epilepsy during her childhood when she applied for the policy. As she had no more epilepsy attack since 2011, the doctor had not mentioned about epilepsy but only asked if she had any headache during the subsequent follow-up consultations.

投訴內容

一名年輕女士於 2019 年 2 月投購人壽保單連醫療保障，她在投保申請書上申報健康病歷，保單遂以標準條款繕發。她於 2019 年 11 月被確診患上左乳腺炎，入住私家醫院接受左乳腫塊切除手術，其後就有關住院費用向保險公司提出住院索償。

於調查索償期間，保險公司從多家公立醫院的醫療報告得悉，受保人在 1999 年（即兩歲時）被確診患上癲癇症，自此，她一直接受定期覆診及檢查，直至 2017 年。她亦分別於 2006 年及 2008 年因上腹痛及脂肪肝求診，並於 2012 年至 2018 年間患上一些婦科疾病。根據香港家庭計劃指導會的醫療報告所述，受保人自小有抽搐及偏頭痛病史，一直在公立醫院跟進。由於受保人在投保時沒有向保險公司申報上述資料，而該些資料均為重要事實，會影響保險公司的承保決定，保險公司遂以她沒有披露重要事實為理由，拒絕其住院賠償，並撤銷保單。

受保人不同意保險公司的決定，她強調自己於投保時並不知悉從小患有癲癇症，由於自 2011 年已再沒有癲癇發作，醫生在其後的覆診只問及她有否頭痛，卻從沒有提及癲癇症。

Case Review 個案分析

個案 Case 10

Findings of the Complaints Panel

Having reviewed all available information, the Complaints Panel noted that the insured had not disclosed to the insurer her various medical conditions at the time of policy application. Since the insured had a long standing history of epilepsy and migraine with regular follow-up since her early childhood and her last consultation for such conditions was in 2017 (at the age of 21), the Complaints Panel was not convinced that she did not aware of her history of epilepsy and migraine when she applied for the policy in 2019.

投訴委員會的調查結果

投訴委員會考慮所有文件後，得悉受保人於投保時並沒有向保險公司披露多項醫療狀況。由於受保人有長期癲癇及偏頭痛病史，自小接受定期跟進，而最後一次就該些狀況覆診的日期是 2017 年（當時她 21 歲），投訴委員會因此不相信她於 2019 年投購有關保單時並不知悉癲癇症及偏頭痛的病史。

Ruling of the Complaints Panel

Given that the non-disclosed medical information was material which would have affected the insurer from making a fair and accurate underwriting decision, the Complaints Panel supported the insurer's decision in declining the hospitalization claim of HK$55,000 for material non-disclosure.

投訴委員會的裁決

鑑於沒有披露的資料乃屬重要事實，會影響保險公司作出公平和準確的承保決定，投訴委員會遂支持保險公司以沒有披露重要事實為理由，拒絕發放 55,000 港元的住院賠償。

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 rejection 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決定。

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。

Case Review 個案分析

Case 11 個案

Excluded Items 不保事項

Essence of Complaint:
Pre-existing Condition (risk factor)

投訴爭議點：
已存在的情況（風險因素）

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

A 73-year old insured took out a medical policy with the insurer. He was not required to declare any health information in the policy application form. About five years after the policy was effected, he was admitted to a hospital due to right hemiplegia and the diagnosis was cerebral infarction. The insured had a medical history of diabetes mellitus, high cholesterol and hypertension.

Upon claims investigation, the insurer learnt that the insured was confirmed to have hyperlipidemia and diabetes three years and seven years prior to policy application respectively. Given that his hyperlipidemia and diabetes were pre-existing medical conditions diagnosed before the policy effective date and that such conditions increase the risk of heart disease and stroke, the insurer declined the insured's hospitalization claim.

投訴內容

受保人 73 歲時向保險公司投購醫療保單，他毋須於投保申請書上申報任何病歷。保單生效約五年後，他因右偏癱入住私家醫院，診斷結果為腦梗塞。受保人有糖尿病、高膽固醇及高血壓的病史。

保險公司於調查索償期間得悉，受保人分別於投保三年及七年前被確診患上高脂血症及糖尿病。由於高脂血症及糖尿病屬保單生效前已存在的醫療狀況，而有關狀況會增加罹患心臟疾病及中風的風險，保險公司遂拒絕受保人的住院索償。

Case Review 個案分析

Case 11 個案

Findings of the Complaints Panel

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

The Complaints Panel noted that the insured had never been diagnosed, received medication, advice or treatment, or experienced symptoms of cerebral infarction. The attending doctor also confirmed that the insured's diabetes mellitus and hyperlipidemia were not risk factors to his cerebral infarction. As there was no objective evidence to prove that the two pre-existing conditions of the insured were directly or indirectly related to his cerebral infarction, the Complaints Panel was not convinced that his cerebral infarction was a pre-existing condition.

Ruling of the Complaints Panel

The Complaints Panel resolved to rule in favour of the insured and award him the hospitalization claim, amounting to around HK$150,000.

Message from the Complaints Panel

"Pre-existing conditions" are commonly found in hospitalization policies to exclude injuries or illnesses which occur, exist, originate or present signs or symptoms prior to the commencement of policy coverage. Most insurers do not treat a medical condition disclosed at the time of policy application as a pre-existing condition. For those hospitalization policies which do not require applicants to declare health information in the policy application form, the definition of "pre-existing condition" may be different from common hospitalization policies. The Complaints Panel urges the policyholders to pay special attention to the policy provisions and the wordings used in the definitions.

投訴委員會的調查結果

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

投訴委員會留意到受保人從未被確診患上腦梗塞，或接受過相關藥物治療、醫療建議或診治或出現腦梗塞的症狀，而主診醫生亦確定受保人的糖尿病及高脂血症不是他患上腦梗塞的風險因素。鑑於現時並沒有客觀證據證明該兩項已存在的狀況直接或間接地與受保人的腦梗塞有關，投訴委員會因此不認為他的腦梗塞屬已存在的情況。

投訴委員會的裁決

投訴委員會裁定受保人得直，保險公司需向他賠付約 150,000 港元的醫療費用。

投訴委員會的意見

大部分的住院保單均載有「投保前已存在情況」的條款，豁免保障於保單生效前已發生、存在、引起、顯現病徵或症狀的傷病。大部分的保險公司不會把投保時已作披露的醫療狀況視作投保前已存在的情況。對於那些不需要投保人在投保申請書上作健康申報的醫療保單，投訴委員會敦促保單持有人必須特別注意保單條款及定義中使用的詞彙，其中「已存在的情況」的定義可能與常見的醫療保單不同。

Case Review 個案分析

Case 12 個案

Excluded Items 不保事項

Essence of Complaint:
Pre-existing Condition
(systematic lupus erythematosus)

Type of Insurance:
Travel

投訴爭議點：
投保前已存在的病狀（系統性紅斑狼瘡）

保險類別：
旅遊保險

The Complaint

The complainant had fever on the day before she commenced her trip to South Korea. She attended a public hospital and was advised not fit for travel. She then cancelled her trip. She was admitted to hospital 10 days later due to systemic lupus erythematosus (SLE).

The complainant filed a claim to the insurer for the journey cancellation benefit under her travel insurance policy. However, her claim was rejected on the grounds of "pre-existing condition" exclusion. The insurer considered that the complainant's fever was related to her SLE which was diagnosed more than 10 years ago.

投訴內容

投訴人出發到南韓旅行的前一天因發燒到公立醫院求診，被建議不適宜旅行，她於是取消旅程。投訴人在 10 天後因系統性紅斑狼瘡入院。

投訴人就取消旅程向保險公司提出旅遊索償，然而，保險公司以投保前已存在病狀的不保事項，不予接納她的索償，保險公司認為投訴人的發燒與她十多年前被確診患上的系統性紅斑狼瘡有關。

Case Review 個案分析

Case 12 個案

Findings of the Complaints Panel

It is stipulated in the "General Exclusions" provisions of the travel insurance policy that "the insurer will not pay for any claim arising directly or indirectly as a result of or in connection with any pre-existing conditions… " while "pre-existing condition" means "any sickness or disease, injury or medical condition of the insured person, immediate family member, close business partner or travelling companion (a) which required investigation, treatment or medication or advice from a qualified medical practitioner prior to the effective date of the policy; or (b) which presented signs or symptoms that any such person mentioned above was aware of or should have reasonably been aware of and for which a reasonable person would have sought medical treatment or advice from a qualified medical practitioner prior to the effective date of the policy."

The Complaints Panel learnt that the complainant had received regular blood test to monitor her anti-dsDNA level since she was diagnosed with SLE and her anti-dsDNA level was above the reference level six months before her trip. Given that the complainant was subsequently diagnosed with SLE following her fever which manifested the day before the commencement of her trip and that she had been under constant monitoring of her SLE condition, the Complaints Panel was convinced that her current fever was likely caused by the chronic disease of SLE, which was a condition pre-existed prior to the policy effective date.

Ruling of the Complaints Panel

The Complaints Panel endorsed the insurer's decision in declining the journey cancellation benefit on the grounds of "pre-existing condition" exclusion. The amount involved was about HK$4,000.

Message from the Complaints Panel

"Pre-existing condition" exclusion is commonly found in travel insurance policies to exclude those illnesses or injuries which have existed before the policies are taken out. In handling disputes relating to pre-existing conditions in travel policies, the Complaints Panel usually focuses on whether the disease is acute or chronic in nature, and whether there is sufficient evidence to prove that the insured does suffer from the illness before the travel policy is effected.

投訴委員會的調查結果

涉案旅遊保單內的「主要不保項目」條款訂明：「保險公司不會賠償任何保單內直接或間接因任何受保前已存在之狀況……而引致的索償」；而「受保前已存在之狀況」是指「在保單生效日前，受保人、直系親屬、密切商業夥伴或旅遊夥伴的任何疾病、病症、受傷或醫療狀況：（a）需要合格醫生的研究、治療、藥物治療或醫療意見；或（b）以上所提及的人士已知悉或應合理地已知悉所出現的病徵或症狀及一位合理人士將因此病徵或症狀而到合格醫生診症或治療。」

投訴委員會得悉投訴人自被確診患上系統性紅斑狼瘡後一直定期接受血液檢測，以監察抗雙鏈去氧核糖核酸抗體（dsDNA 抗體）的水平，而她在旅程出發六個月前的 dsDNA 抗體水平超出正常參考值。鑑於投訴人於出發前一天發燒，其後被確診患上系統性紅斑狼瘡，加上她一直就相關病況接受定期監察，投訴委員會因此相信投訴人是次發燒很大機會是因慢性系統性紅斑狼瘡導致，屬保單生效前已存在的情況。

投訴委員會的裁決

投訴委員會支持保險公司以投保前已存在病狀的不保項目條款為理由，不予賠償取消行程保障的決定合理，涉及的金額約 4,000 港元。

投訴委員會的意見

「投保前已存在的狀況」常見於旅遊保單，目的是豁免保障受保人在投保前已經存在的疾病或傷患。在處理這類糾紛時，投訴委員會一般會將焦點放於有關病況屬急性還是慢性，亦會考慮是否有足夠證據證明受保人的病患在保單生效前已經存在。

Case Review 個案分析

Case 13 個案

Excluded Items 不保事項

Essence of Complaint:
Contents in Open Area

投訴爭議點：
存放在露天的物品

Type of Insurance:
Household

保險類別：
家居保險

The Complaint

The complainant filed a household claim to the insurer for damages caused to a split-type air-conditioner in the living room, a window-type air-conditioner in the master bedroom, the window frame and some hinges due to burst of an external flush water pipe outside the insured premises. The burst pipe was subsequently repaired by a contractor engaged by the building management.

The insurer refused to honour the claim as the window frame and hinges were regarded as original building items which were not covered by the household policy while the two air-conditioners belonged to contents in open area which fell within the policy exclusion.

投訴內容

投訴人因受保單位外的鹹水管爆裂導致客廳的分體式冷氣機、主人房的窗口式冷氣機、窗框和窗鉸受損而向保險公司提出家居索償，屋苑管業處其後安排承辦商維修爆裂的喉管。

由於窗框和窗鉸屬樓宇結構項目，不在家居保單的保障範圍內；而兩台冷氣機則屬存放在露天地方的物品，為保單的不保事項，保險公司因此拒絕賠償。

Case Review 個案分析

個案 Case 13

Findings of the Complaints Panel

It is stated in the policy provisions that "contents shall exclude any part of the structure or ceilings of the insured premises, wall papers and the like" while the policy exclusion stipulates that "the insurer shall not be liable in respect of loss of or damage to contents on roof or in open area…"

The Complaints Panel agreed that the window frame and hinges were not household contents and should be regarded as part of the building structure which was specifically excluded under the policy. Also, since the air compressor of the split-type air-conditioner was mounted on the external wall of the insured premises, the Complaints Panel concurred that it belonged to contents in open area.

On the other hand, the Complaints Panel also noted that the building management incident report did not mention or record damage to any window-type air-conditioner in the incident. As such, there was not sufficient evidence to support that the window-type air-conditioner was damaged by the flush water leakage.

Ruling of the Complaints Panel

The Complaints Panel ruled that the insurer's decision to decline the complainant's claim amounting to around HK$20,000 for the two air-conditioners, window frame and hinges was appropriate and in accordance with the policy exclusions.

Message from the Complaints Panel

All insurance contracts contain an insuring clause which specifies the types, causes and nature of loss covered by the policy. There is also an "exclusion" section which lists all 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 an agreed premium. If the claim is outside the scope of policy coverage or the loss falls within the policy exclusion, the insurer will not be liable to the claim.

投訴委員會的調查結果

有關保單條款訂明：「家居物品不包括受保單位樓宇結構的任何一部分或天花、牆紙或其他類似的物件」，而「不保事項」條款則訂明：「保險公司一概不會負責存放在露天或天台上的物品……的遺失或損毀。」

投訴委員會同意窗框和窗鉸不是家居物品，而是樓宇結構的一部分，故不屬於保單的保障範圍。此外，由於分體式冷氣機的散熱器安裝於受保單位的外牆，投訴委員會因此同意它屬存放在露天地方的物品。

另一方面，投訴委員會留意到管業處的報告並沒有提及或紀錄有窗口式冷氣機在事件中受損，因此認為現時沒有足夠證據證明該窗口式冷氣機因鹹水滲漏而受損。

投訴委員會的裁決

投訴委員會同意保險公司乃根據保單內的不保事項條款而不予就兩部冷氣機、窗框和窗鉸受損作出賠償，並裁定有關決定合理，涉及的金額約 20,000 港元。

投訴委員會的意見

所有保險合約均載有承保條款，列明保單保障的損失類別、性質及情況，保單亦載有不保事項條款，羅列所有不受保險合約保障的損失、危險、情況、事態或環境，目的是以雙方同意的保費，限制保險合約只會保障予以承保的風險。如果索償項目超出保單的保障範圍或屬保單的不保事項，則保險公司並無責任賠償。

Case Review 個案分析

Case 個案 14

Amount of Indemnity 賠償金額

Essence of Complaint:
Number of physiotherapy sessions

投訴爭議點：
物理治療的次數

Type of Insurance:
Travel

保險類別：
旅遊保險

The Complaint

The complainant sustained a slip and fall accident in a hotel bathroom during her trip to Australia. She consulted a local doctor the next day presenting with pain at elbows, legs and left buttock. After she returned to Hong Kong, she sought consultation from a medical practitioner and was diagnosed as suffering from injuries to elbows, legs and lower back. She was then referred to have physiotherapy treatment.

The complainant received a total of three medical consultations, one x-ray examination and 32 sessions of physiotherapy treatment during the three months following her return from Australia.

The insurer questioned about the frequency of the complainant's physiotherapy treatment and believed that the usual physiotherapy treatment for soft tissues injuries would be limited to 10 to 15 sessions. It initially proposed a settlement offer which comprised of two medical consultations and 17 sessions of physiotherapy. The complainant refused the offer. After several rounds of negotiations, the insurer finally agreed to increase the offer to include three medical consultations, one x-ray examination and 25 sessions of physiotherapy. However, the complainant still did not accept the offer.

投訴內容

投訴人在澳洲旅遊時不慎在酒店浴室滑倒，於翌日因手肘、腳及左臀疼痛向當地醫生求診；返港後，她接受私家醫生治療，診斷結果為手肘、雙腳及下背受傷，並獲轉介接受物理治療。

投訴人自澳洲回港後的三個月內共接受了三次門診治療、一次 X 光檢查及 32 次物理治療。

保險公司認為軟組織受傷一般只需接受 10 至 15 次物理治療，故質疑投訴人接受物理治療的次數。保險公司最初建議向投訴人賠償兩次門診治療及 17 次物理治療，惟被投訴人拒絕。經過多次磋商後，保險公司最終同意提高賠償至三次門診治療、一次 X 光檢查及 25 次物理治療，然而，投訴人仍不接納有關修訂賠償建議。

Case Review 個案分析

個案 Case 14

Findings of the Complaints Panel

The Complaints Panel noted from a medical report issued by the attending doctor that the complainant still had low back pain with limited movement two months after the accident. X-ray of lumbar spine was thus recommended to exclude bony injury. Furthermore, according to the patient record of the physiotherapy centre, the complainant suffered from persistent low back pain and calf pain during the period she received the physiotherapy treatments. There was an improvement of around 70-80% two and a half months after the accident.

Based on the evidence available, the Complaints Panel was convinced that the x-ray examination and the physiotherapy treatments were necessary to treat the complainant's soft tissue injury sustained in the slip and fall accident. There was no concrete proof that the physiotherapy sessions were excessive.

投訴委員會的調查結果

投訴委員會從主診醫生的醫療報告得悉，投訴人於意外發生兩個月後仍有下背痛，且活動能力受限，因此獲建議接受腰椎 X 光以排除骨骼受傷。此外，根據物理治療中心的病人紀錄，投訴人於接受物理治療期間持續有下背及小腿疼痛，於意外發生兩個半月後，她康復了大約七至八成。

基於現有證據，投訴委員會相信投訴人有需要接受 X 光檢查及物理治療，以治理她因滑倒意外而引致的軟組織受傷，而現時並沒有具體證據顯示她接受的物理治療屬過多。

Ruling of the Complaints Panel

The Complaints Panel ruled that the insurer should settle the complainant's claim in full, i.e. three medical consultations, one x-ray examination and 32 sessions of physiotherapy treatment. The extra amount involved was around HK$12,600.

投訴委員會的裁決

投訴委員會裁定保險公司應向投訴人作全數賠償，即三次門診治療、一次 X 光檢查及 32 次物理治療的費用，涉及額外約 12,600 港元。

Message from the Complaints Panel

Most travel insurance policies provide coverage to the insureds against injuries occurred during the insured journey, as well as the related necessary medical expenses incurred within certain period after they return from overseas. When handling these disputes, the main focus of the Complaints Panel is to ascertain whether or not the medical treatments rendered to the insureds after they return from overseas are reasonable and directly related to the injuries happened abroad. The Complaints Panel tends to rely on the medical opinions given by the insured's attending doctor, who is in a better position to comment on the insured's condition.

投訴委員會的意見

大部分旅遊保單都會保障受保人於旅程期間的意外受傷，並支付他們回港後某段時期內的相關必要醫療費用。在處理有關糾紛時，投訴委員會主要集中確定受保人從海外回港後所接受的治療是否合理，並直接與他在外地發生的意外事故有關。由於主診醫生理應較為清楚受保人的情況，投訴委員會傾向倚重主診醫生的意見。

Case Review 個案分析

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 quite a number of 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閱是非常重要及關鍵的步驟，有不少的個案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。

Case 個案 15

Mutual Settlement 雙方和解

Essence of Complaint:
Medically necessary
(investigations performed in hospital)

投訴爭議點：
醫療需要（於醫院進行的檢查）

Type of Insurance:
Hospitalization

保險類別：
住院保險

The Complaint

The complainant sought consultation for chest pain, increase in glucose and lipid, and high blood pressure. He was admitted to a private hospital to receive chest x-ray and computed tomography coronary angiogram on the same day. He was diagnosed with mild coronary artery disease and was discharged the next day. Given that the complainant only received diagnostic tests with no active or specific treatment performed during his confinement, the insurer considered that his confinement was not medically necessary and declined his hospitalization claim.

投訴內容

投訴人因胸痛、血糖和血脂上升及高血壓求診，於同日入住私家醫院接受胸部 X 光及電腦掃描冠狀動脈造影檢查，翌日出院，最終診斷結果為輕度冠狀動脈疾病。由於投訴人於住院期間僅接受診斷檢查，沒有進行任何手術或特定治療，保險公司因此認為有關住院沒有醫療需要，拒絕作出賠償。

Case Review 個案分析

Case 15 個案

Brief Facts

According to the policy provisions, "if the insured person is confined in a hospital on the recommendation of an attending medical practitioner due to sickness or injury occurring during the period of insurance which is medically necessary, upon receipt of proof acceptable to the insurer and subject to the terms and conditions of the policy, the insurer will pay up to the maximum benefits shown in the Schedule" while "medically necessary" means "the necessity to have a medical service which is… (v) not rendered primarily for diagnostic test, diagnostic scanning purpose, imaging examination, laboratory test or physiotherapy in the event of a confinement."

The complainant submitted a medical report from his attending physician indicating that the admission was urgent and necessary for management of his chest pain. However, the insurer maintained that his hospitalization was purely for diagnostic purpose rather than to receive treatment, which fell outside the policy cover.

Comments of the Honorary Secretaries

The case was referred to three Honorary Secretaries. Having reviewed all the available information, two Honorary Secretaries noted that there was no detailed information regarding the complainant's medical condition upon his admission. However, it was stated in the hospital record that the complainant's admission was considered as emergency. Since the attending physician had clarified that the admission was urgent and necessary for the management of the complainant's chest pain, they believed that the insurer should give special consideration to the case and honour the hospitalization claim on an *ex-gratia* basis.

Feedback of the Insurer

Having duly considered the opinions of the Honorary Secretaries, the insurer agreed to revise its previous claims decision and settled the complainant's hospitalization claim for around HK$8,000.

基本資料

有關保單條款訂明：「若受保人在保險期內因疾病或損傷由主診醫生建議有醫療必需地在醫院住院，保險公司將會按《保障表》所示之最高限額支付有關保障，惟必須向保險公司提交其認為可接納的證明及受保單之條款所限制」；而「醫療必需」則指「醫療服務的必要性……（v）在住院的情況下，其主要的目的並非純為診斷檢查、診斷掃描、影像檢查、化驗檢查或物理治療。」

投訴人提交主診醫生報告，說明他需要緊急入院以治療胸痛；惟保險公司堅持投訴人的住院純屬診斷性質，而非為接受治療，屬保單的保障範圍以外。

名譽顧問的意見

個案轉交三位名譽顧問審閱，經檢視所有現有文件後，其中兩位名譽顧問表示現時沒有詳細資料記錄投訴人入院時的醫療狀況，惟醫院文件則顯示投訴人的入院屬緊急性質。由於主診醫生已澄清投訴人必須緊急入院以治療他的胸痛，名譽顧問認為保險公司應就此個案作特別考慮，建議向投訴人通融賠付有關住院索償。

保險公司的回應

經考慮名譽顧問的意見後，保險公司改變之前的賠償決定，向投訴人作出住院賠償，金額約8,000 港元。

Case Review 個案分析

Case 16 個案

Mutual Settlement 雙方和解

Essence of Complaint:
Trip Curtailment Benefit

投訴爭議點：
旅程中斷保障

Type of Insurance:
Travel

保險類別：
旅遊保險

The Complaint

A couple joined a 11-day tour to Portugal and Spain in March 2020. The tour originally intended to return to Hong Kong on 18 March 2020 by taking a flight departing from Lisbon via Istanbul. Due to the outbreak of Covid-19, Spain declared a state of emergency and a partial lockdown for 15 days commencing 15 March 2020 while the airlines refused to allow passengers from Spain to enter Turkey and board the aircraft starting from the same day. Under such situation, the tour decided to cut short the journey and the couple had to purchase flight tickets from another airline to early return to Hong Kong directly from Lisbon via Dubai and Kuala Lumpur on 16 March 2020. They finally arrived Hong Kong on 17 March 2020. After returned to Hong Kong, the couple filed a claim to the insurer for the additional airfares incurred under the Journey Interruption (Curtailment Expenses) benefit of the travel insurance policy.

The insurer indicated that the Department of Health (DoH) of HKSAR had issued a press release on 6 March 2020 announcing that `the transmission of Covid-19 virus has been increasing around the world and members of the public are advised to consider delaying all non-essential travel outside Hong Kong.' Given that the couple commenced their trip after the announcement from DoH, the insurer declined the travel claim based on the policy exclusion which excludes loss caused as a result of the failure of the insured person to take reasonable precautions to avoid a claim.

投訴內容

一對夫婦參加 2020 年 3 月出發的 11 天葡萄牙和西班牙旅行團，他們原定於 2020 年 3 月 18 日乘搭由里斯本經伊斯坦堡的航班返港。由於 2019 冠狀病毒病疫情爆發，西班牙宣布自 2020 年 3 月 15 日開始實施為期 15 天的緊急狀態和局部封鎖，航空公司則於同日開始拒絕讓乘客從西班牙進入土耳其及登機。在這情況下，旅行團遂決定縮短行程，投訴人夫婦於是向另一家航空公司購買機票，於 2020 年 3 月 16 日直接從里斯本出發，經杜拜及吉隆坡提早返港，最終於 2020 年 3 月 17 日抵港。他們隨後就額外的機票費用向保險公司提出「旅程中斷」保障的索償申請。

保險公司表示，香港特區政府衛生署曾於 2020 年 3 月 6 日發新聞公報，指「2019 冠狀病毒病的疫情正在全球各地迅速蔓延，建議市民應考慮延遲所有非必要的外遊計劃。」由於投訴人夫婦的旅程是於衛生署發出有關新聞公報後才出發，保險公司遂根據保單內「不予承保因受保人沒有作出合理的預防以防止索賠出現」的不保事項條款而拒絕賠償。

Case Review 個案分析

個案 Case 16

Brief Facts

It is stated in the policy provisions of the Journey Interruption (Curtailment Expenses) section that "the insurer shall reimburse the insured person… for the amount of travel fare and/or accommodation expenses forfeited and/or additional travel ticket and/or accommodation expenses reasonably and necessarily incurred after the commencement of the insured journey where the insured person has to terminate and cut short the insured journey and return to Hong Kong as a result of… epidemic at the planned destination which prevents the insured person from continuing with his/her scheduled insured journey." As stipulated in the "General Exclusions Applicable to All Sections", "the insurer will not pay… for loss, injury, damage or liability suffered and/or sustained by or arising directly or indirectly as a result of or in connection with… any failure by the insured person to take reasonable precautions to avoid a claim under the insurance following the warning of… epidemic."

基本資料

有關旅遊保單內「旅程中斷（提早結束旅程）」保障的條款訂明：「若受保人在受保旅程期間……在未能預料的情況下，目的地突然……廣泛性爆發傳染病，以致受保人不能繼續原定的受保旅程，並必須結束及縮短受保旅程及返回香港，保險公司將……賠償受保人不能退回及未享用的旅費及／或住宿費用及／或額外合理及／或實際的交通及／或住宿費用」；另「適用於所有保障項目的主要不保項目」訂明：「保險公司不會賠償任何保單內直接或間接因……在預先警告會爆發……傳染病的情況下，受保人沒有作出合理的預防以防止索償的出現。」

Comments of the Honorary Secretaries

The case was referred to three Honorary Secretaries. Two of them disagreed with the insurer's justification for declining the claim. They considered that the announcement from DoH on 6 March 2020 was not an Outbound Travel Alert. Instead, one should consider the other two more widely accepted warnings: one issued by the World Health Organization on 11 March 2020 declaring Covid-19 as a pandemic and the Red Outbound Travel Alert for all overseas countries/territories issued by the Security Bureau of HKSAR on 17 Mar 2020 in relation to Covid-19. Given that these warnings were issued after the commencement of the insured journey, the Honorary Secretaries were not convinced that the couple was able to foresee the partial lockdown in Spain when they began their journey. There was no information showing that they did not take reasonable precautions to avoid a claim in the circumstances.

名譽顧問的意見

個案轉交三位名譽顧問審閱，當中兩位不同意保險公司拒絕索賠的理由，他們認為衛生署 2020 年 3 月 6 日的新聞公報並不是外遊警示，反而應該參考另外兩個更為廣泛接受的警示：一個是世界衛生組織於 2020 年 3 月 11 日宣布 2019 冠狀病毒病為全球大流行；另一個是香港特區政府保安局於 2020 年 3 月 17 日因應 2019 冠狀病毒病疫情對所有海外國家／屬地發出紅色外遊警示。由於該兩個公告均在投訴人夫婦展開受保旅程後才發出，故此，名譽顧問並不認同這對夫婦於旅程開始時能夠預見到西班牙會局部封鎖，亦沒有資料顯示他們當時沒有採取合理的預防以避免索賠出現。

Feedback of the Insurer

The opinions of the Honorary Secretaries were relayed to the insurer who subsequently agreed to settle the travel claim for HK$27,500 as a gesture of goodwill and on a without prejudice basis.

保險公司的回應

保險公司考慮名譽顧問的意見後，同意基於商譽及在無損權益的情況下，向投訴人夫婦作出 27, 500 港元的旅遊保險賠償。

Financial Statements 財務報表

01/01/2020 - 31/12/2020

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 63 to 70, which comprise the statement of financial position as at 31 December 2020, 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 2020 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 2021

Statement of financial position as at 31 December 2020

(Expressed in Hong Kong dollars)

	Note	2020	2019
		$	$
Current assets			
Tax recoverable		-	125
Prepayments and receivables		320,182	18,922
Cash and cash equivalents	4	2,488,774	2,868,071
Total current assets		2,808,956	2,887,118
Current liabilities			
Tax payable	6	14,946	-
Accounts payable		85,000	194,000
Subscriptions received in advance		1,885,000	2,059,000
Total current liabilities		1,984,946	2,253,000
Net assets		824,010	634,118
Accumulated surplus		824,010	634,118

Approved and authorised for issue by the General Committee on 31 March 2021

Dr Pamela Chan Wong Shui	Mr Mike Lee
Chairman	Member

The notes on pages 66 to 70 form part of these financial statements.

Statement of comprehensive income for the year ended 31 December 2020

(Expressed in Hong Kong dollars)

	Note	2020 $	2019 $
Income			
Subscriptions		2,995,000	2,836,000
Case fee		645,000	-
Interest income		36	1,493
		3,640,036	2,837,493
Expenditure			
Administration fees charged by the HKFI	5	3,348,692	2,700,000
Printing and stationery		3,050	102,200
Liability insurance		32,239	32,150
Entertainment		-	7,890
Web-site fees		6,171	3,963
Sundry expenses		45,046	13,440
		3,435,198	2,859,643
Surplus/(deficit) for the year before taxation		204,838	(22,150)
Profit tax (expense)/credit	6	(14,946)	5,065
Surplus/(deficit) and total comprehensive income for the year		189,892	(17,085)

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

The notes on pages 66 to 70 form part of these financial statements.

Cash flow statement for the year ended 31 December 2020

(Expressed in Hong Kong dollars)

	Note	2020 $	2019 $
Cash flows from operating activities			
Surplus/(deficit) for the year before taxation		204,838	(22,150)
Interest income		(36)	(1,493)
(Decrease)/increase in accounts payable		(109,000)	194,000
Increase in prepayments and other receivables		(301,260)	(1,041)
(Decrease)/increase in subscriptions received in advance		(174,000)	883,215
		(379,458)	1,052,531
Hong Kong profits tax recovered/(paid)		125	(32)
Net cash inflow (used in)/generated from operating activities		(379,333)	1,052,499
Cash flows from investing activities			
Interest received		36	1,493
Net cash inflow generated from investing activities		36	1,493
Net (decrease)/increase in cash and cash equivalents		(379,297)	1,053,992
Cash and cash equivalents at the beginning of the year		2,868,071	1,814,079
Cash and cash equivalents at the end of the year	4	2,488,774	2,868,071

The notes on pages 66 to 70 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. Current tax 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's only interest bearing financial instruments are balances with bank, which bear interest at market rates. Hence the ICB's income and operating cash flows are not subject to significant interest rate risk.

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 Taxation

Hong Kong Profits Tax has been provided at the rate of 8.25% (2019: nil) on the estimated assessable profit for the year. The ICB has an accumulated taxation loss of nil as at 31 December 2020 (2019: HKD 23,643).

Reconciliation between tax expense and the surplus/(deficit) at applicable tax rate:

	2020	2019
	$	$
Surplus/(deficit) before tax	204,838	(22,150)
Notional tax on surplus/(deficit) before taxation, calculated at the tax rate of 8.25% (2019: 8.25%)	16,899	(1,827)
Tax effect of non-taxable income	(3)	(123)
Tax effect of unused tax loss not recognised	(1,950)	1,950
Over provision in prior years	-	(5,210)
Others	-	145
Tax expense/(credit)	14,946	(5,065)

7 General Committee members' emoluments

During the years ended 31 December 2020 and 2019, no amounts have been paid in respect of General Committee members' emoluments, pensions or for any compensation in respect of services provided by the General Committee members.

8 Possible impact of amendments and new standards issued but not yet effective for the year ended 31 December 2020

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 2020 and which have not been adopted in these financial statements. These developments include the following which may be relevant to the ICB.

	Effective for accounting periods beginning on or after
Annual Improvements to HKFRSs 2018-2020 Cycle	1 January 2022
Amendments to HKAS 1, *Classification of Liabilities as Current or Non-current*	1 January 2023

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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