

非凡守護靈活自願醫保
24小時情緒解碼熱線條款及細則

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24 小時情緒解碼熱線條款及細則（「**條文**」）

本**條文**所訂明的服務只適用於中銀集團人壽保險有限公司（「**本公司**」）承保之醫療保障計劃（「**計劃**」），而該**計劃**的其他服務條款及細則或保障金額表（視情況而定）上須明確地列明提供 24 小時情緒解碼熱線（「**服務**」）予**受保人**。**本公司**委任保柏（亞洲）有限公司（「**保柏**」）去提供及安排其服務，隨後可能由**保柏**所選擇的第三方服務提供者提供及並非保證續保。

1. 一般條文

- 1.1 本**條文**的條款及細則附於**計劃保單**並屬當中一部分。除本**條文**列明不適用者外，**計劃保單**的所有條款及細則均為適用，並且具十足效力及作用。倘若**計劃**下任何適用的條款及不保事項與本**條文**內所明確列明的**條文**有任何抵觸，概以本**條文**的條款為準以解決有關不一致之處。
- 1.2 除本**條文**下述第 1.6 節另行釋義，本**條文**內以斜體標註的詞彙需以**計劃保單**所載涵意詮釋。
- 1.3 本**條文**列明提供予**受保人**的增值服務，無需額外費用，亦不屬於**認可產品**一部分。
- 1.4 受限於**條文**下述第 6 節所列出之除外條款，由**服務提供者**所提供的**服務**，將由其委任的專業醫療人員包括但不限於**輔導人員**及**臨床心理學家**負責提供。各項**服務**和支援須視乎供應情況，或會因**本公司**、**保柏**及**服務提供者**無法控制的情況而無法提供。
- 1.5 **本公司**有權因必要運作需要、適用法律或安全理由更改本**條文**，更新**服務**範圍或終止**服務**（部分或全部）。**受保人**應不時參考**本公司**網站 <https://www.boclif.com.hk/tc/product/smartviva-flexi-vhis.html> 或 <https://www.boclif.com.hk/f/product/1116/5340/flexi-vhis-24hours-mental-health-hotline-provision.pdf> 以了解使用**服務**時**條文**的最新版本。
- 1.6 就本條文而言，以下使用的字詞及表述必須按照以下所述解釋，除非文義另有所指 -

- | | |
|-------------------|---|
| 「 輔導人員 」 | 是指由 服務提供者 委任的輔導人員，具有正式資格在 香港 提供輔導服務。 |
| 「 受保人失責 」 | 是指具有本 條文 第 3.4 節所賦予的含義。 |
| 「 情緒健康支援 」 | 是指具有本 條文 第 2.1 節所賦予的含義。 |
| 「 服務提供者 」 | 是指由 保柏 委任的第三方服務提供者以提供 服務 。 |
| 「 臨床心理學家 」 | 是指符合以下資格的心理學家 -
(a) 於獲取心理學學位後，具有正式資格從事就情緒及行為失調予以評估及提供服務，並擁有最少等同香港心理學會下的註冊心理學家資格；及
(b) 在 香港 或 香港 境外的司法管轄區，經當地法例許可向 受保人 提供臨床心理輔導或服務。 |

2. 服務說明

- 2.1 如**受保人**需要專業的個人輔導，以預防、識別和解決與個人、心理、情緒、社交相關的憂慮，包括但不限於可能影響**受保人**個人福祉的健康、壓力、家庭或其他個人事宜（於本條文所述為「**情緒健康支援**」），**受保人**可使用由**服務提供者**提供下述第 2.2 至 2.3 節的服務及支援。

年齡未滿十八（18）歲的**受保人**在使用**服務**時必須由**保單持有人**或一名成年監護人陪同。使用**服務**須受下述第 4 節的地域限制。

2.2 24 小時情緒解碼熱線

受保人如需要非緊急的**情緒健康支援**，可致電**服務提供者**提供的指定 24 小時情緒解碼熱線。使用此服務時，**保單**必須仍然生效。**受保人**必須向熱線人員提供與**計劃**有關的資料以核實是否符合資格，方可開始與**輔導人員**對話。該熱線電話號碼為**香港**電話號碼，並已載於**計劃**會員指引及**保柏**的會員服務網站內。**本公司**及**保柏**不會承擔使用熱線服務產生的任何通話費用或漫遊收費。

熱線電話提供每天 24 小時服務，**輔導人員**只會通過電話向**受保人**提供個人輔導，有關電話對話並非用意亦不會向**受保人**提供任何醫療診斷或建議。服務的提供須因應**輔導人員**的語言能力，**服務提供者**不保證可提供廣東話和英語以外的其他語言。

此服務並不是**情緒健康支援**的緊急服務。如發生緊急情況，**受保人**應向醫療專業人員或當地的緊急熱線尋求協助，例如在**香港**，請撥打 999。**受保人**應作出獨立決定，衡量是否接受**服務提供者**的建議，以解決任何精神健康的顧慮。

2.3 面談輔導服務

於使用上述第 2.2 節的熱線服務後，如**輔導人員**建議**受保人**需要進一步的心理輔導，**服務提供者**可向**受保人**提供由**臨床心理學家**進行的面談輔導服務。**輔導人員**將根據其專業判斷和**服務提供者**的現行慣例/指引決定是否提出建議，**受保人**應獨立決定是否接受**輔導人員**的建議接受本第 2.3 節的服務。此項由**臨床心理學家**提供的面談輔導服務並非用意亦不會向**受保人**提供任何醫療診斷、建議、醫學治療或處方藥物。

服務提供者只在其指定的**香港**地點提供面談輔導服務，所有面談輔導服務須由**輔導人員**作出預約安排，並受限於**臨床心理學家**的供應情況。當**受保人**使用此面談輔導服務時，**保單**必須仍然生效，**服務提供者**或會向**受保人**收集**計劃**資料以核實是否符合資格。同時，**受保人**必須向**服務提供者**出示**保柏尚健卡**，並遵循**本公司**、**保柏**及/或**服務提供者**載於**計劃**會員指引的程序規定，方可享用面談輔導服務。

每名**受保人**於每**保單年度**最多可使用四（4）次面談輔導服務。倘若次數已超出每**保單年度**的最高限額或**臨床心理學家**所建議的任何服務並不在**保單**受保範圍，**受保人**須承擔有關費用並直接向**服務提供者**支付所有款項。

3. 受保人的責任

- 3.1 就提供**服務**的所有事宜，**受保人**須與**本公司**、**保柏**及**服務提供者**合作。**受保人**在使用**服務**時，不得向**服務提供者**或其指定代理人員傳達任何誹謗、侮辱、令人反感或粗俗的信息或內容。
- 3.2 **受保人**應妥善向**本公司**、**保柏**及/或**服務提供者**提供因應**服務**所需而作出合理要求的資料及文件，並確保資料的所有重要事宜正確無誤。
- 3.3 **服務提供者**能否妥善有效地提供本條文所列的**服務**，乃視乎**受保人**是否願意披露其醫療記

錄，並真實及詳細描述其情緒及/或健康問題。

3.4 如因**受保人**任何行為或紕漏，或**受保人**未能履行其責任（「**受保人失責**」），而導致**本公司**、**保柏**及/或**服務提供者**未能提供或延遲履行本條文列出的責任：

- (a) **本公司**、**保柏**及/或**服務提供者**有權在其他權利及彌補方法不受限制下，停止提供**服務**直至**受保人**彌補**受保人失責**，就因**受保人失責**而導致**服務提供者**未能履行或延遲履行的責任，**本公司**、**保柏**及/或**服務提供者**無須補救履行該部分責任；及
- (b) 如**本公司**及**保柏**因**服務提供者**未能提供或延遲履行本條文列出的責任，而直接或間接導致**受保人**產生任何費用或蒙受任何損失，**本公司**及**保柏**概不負責。

4. 地域規限

本條文第 2.2 節所列的服務並沒有地域規限，惟**受保人**須自行承擔致電熱線所產生的任何費用。本條文第 2.3 節所列的服務只適用於**香港**。

5. 本公司及保柏的責任

- 5.1 **服務提供者**及其指定代理均為各自對其行為負責的獨立承辦商，而並非**本公司**或**保柏**的僱員、代理或受僱人。**本公司**及**保柏**概不就**服務提供者**及其指定代理提供的任何診斷、治療、其他行為或紕漏承擔任何責任。
- 5.2 **受保人**在使用上述第 2.2 節和第 2.3 節所述服務時所提供的內容將會嚴格保密。就超出**本公司**及**保柏**合理控制範圍的情況下而**受保人**因**服務提供者**或其代理提供之服務或建議，或就該等服務之供應而直接或間接蒙受或招致之任何損失、損害、費用、起訴、訴訟或法律程序，**本公司**及**保柏**概不會向**保單持有人**及/或**受保人**承擔任何責任。

6. 除外條款

除了**計劃保單**內的一般不保事項外，本條文的**服務**亦不會提供以下項目：

- 6.1 醫療保險；
- 6.2 醫療建議；
- 6.3 診症；
- 6.4 處方藥物；
- 6.5 診斷及治療計劃；
- 6.6 醫療決定；
- 6.7 治療過程中任何階段的醫療服務；
- 6.8 家訪或非預約探訪；或
- 6.9 實驗性及另類治療建議。

7. 不可抗力之免責事由

如因罷工、戰爭、入侵、外敵行動、武裝衝突（不論是否正式宣戰）、內戰、叛亂、革命、恐怖行動、政變、暴動、群眾騷亂、政治或行政干預、輻射能、天災或任何妨礙**服務提供者**或其指定代理提供**服務**的不可抗力事項，致使**服務**延誤或無法進行時，**本公司**及**保柏**不負任何責任。

SmartViva Flexi VHIS
Terms and Conditions for 24-hour Mental Health Service Hotline

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SAMPLE

Terms and Conditions for 24-hour Mental Health Service Hotline Provision (“Provisions”)

The services set out in this Provisions are only available to the Insured Person who is covered under the medical insurance plan (the “Plan”) underwritten by BOC Group Life Assurance Company Limited (the “Company”) with 24-hour mental health service hotline service (the “Services”) expressly provided in the terms and conditions for other services or schedule of benefits of the Plan (as the case may be). The Company appointed Bupa (Asia) Limited (“Bupa”) to provide and arrange all these other services, and subsequently the services may be provided by third party service providers selected by Bupa and they are not guaranteed renewable.

1. General Provisions

- 1.1 The terms and conditions for this Provisions are attached to and form part of the Policy of the Plan. Except as otherwise specified in this Provisions, all terms and conditions applied to the Policy of the Plan shall have full force and effect. To the extent that any terms and exclusions applied to the Plan is inconsistent with the provisions expressly provided in this Provisions, the terms in this Provisions shall prevail to resolve such inconsistency.
- 1.2 Unless otherwise defined in Section 1.6 of this Provisions below, capitalised terms used in this Provisions shall have the meanings ascribed to them under Policy of the Plan.
- 1.3 The services set out in this Provisions are value added services available to the Insured Person without additional fees and do not form part of the Certified Plan.
- 1.4 Subject to the exclusions set out in Section 6 of this Provisions below, the Services provided by the Provider are delivered by its appointed healthcare professionals including but not limited to Counsellors and Clinical Psychologists. The services and assistance provided under this Provisions are subject to availability and may not be available for reasons beyond the Company's, Bupa's and the Providers' reasonable control.
- 1.5 The Company shall have the right to make any changes to this Provisions, amend the scope of Services or terminate the Services (in part or in full) which are necessary to comply with any necessary operational needs, applicable laws or safety requirements. Insured Person should refer to the Company's website from time to time at <https://www.boclife.com.hk/en/product/smartviva-flexi-vhis.html> or <https://www.boclife.com.hk/f/product/1116/5340/flexi-vhis-24hours-mental-health-hotline-provision.pdf> for the most updated version of this Provisions when using the Services.
- 1.6 For the purpose of this Provisions, the following words and expressions shall have the following meaning, except where the context otherwise requires

“Counsellor”

shall mean the counsellor appointed by the Provider, who is duly qualified for rendering counselling services in Hong Kong.

“Insured Person Default”

has the meaning assigned to it under Section 3.4 of this Provisions

“Mental Health Assistance”

has the meaning assigned to it under Section 2.1 of this Provisions.

“Provider”

shall mean the third party provider appointed by Bupa in providing the Services.

“Clinical Psychologist”

shall mean a psychologist,

- (a) who is duly qualified to practise as a clinical psychologist for rendering services for emotional and behavioural disorder following completion of a degree in psychology and has qualifications at least equivalent to those of a psychologist registered with the Hong Kong Psychological Society; and
- (b) legally authorised for rendering psychological counselling or service in Hong Kong or the relevant jurisdiction outside Hong Kong where the counselling or service is provided to the Insured

Person.

SAMPLE

2. Description of Services

- 2.1 If the Insured Person is in need of personal counselling in preventing, identifying and resolving personal, psychological, emotional and social related concerns, including but not limited to health, stress, family or other personal issues that may affect the Insured Person's personal well-being (referred to as "Mental Health Assistance" in this Provisions), the Insured Person can utilise the services and assistance from the Provider under Sections 2.2 to 2.3 below.

For Insured Person Aged below eighteen (18) years old, he must be accompanied by the Policy Holder or an adult guardian while using the Services. The provision of the Services is subject to the territorial limit as specified under Section 4 below.

2.2 24-hour mental health service hotline

The Insured Person may call the Provider designated 24-hour mental health service hotline when he is in need of nonemergency Mental Health Assistance. The Policy must still in force when using the hotline services. For the purpose of eligibility checking, the Insured Person is required to provide information related to the Plan to the hotline personnel in order to start the conversation with the Counsellor. The hotline number is a Hong Kong telephone number and it can be found on the Plan's membership guide and Bupa's customer service portal. The Company and Bupa shall not bear any phone charges or roaming fees incurred for using the hotline services.

The hotline service is available 24 hours a day and the personal counselling services can only be provided by the Counsellor to the Insured Person through telephone. Such telephone conversations are not intended to and do not provide the Insured Person with any medical diagnosis or advice. The provision of the hotline services is subject to language capability of the Counsellor and the Provider shall not guarantee the availability of languages other than Cantonese and English.

This service is not an emergency service for Mental Health Assistance. In case of emergency, the Insured Person should seek advice from medical professionals or the local emergency hotline for assistance, for example dial 999 if in Hong Kong. The Insured Person shall make an independent decision whether to accept the recommendation provided by the Provider for the purpose of resolving any mental health concern.

2.3 Face-to-face counselling services

Upon the recommendation of the Counsellor after using the hotline services as described in Section 2.2 above, the Provider may offer face-to-face counselling services to the Insured Person when there is a need for further psychological counselling by a Clinical Psychologist. The Counsellor shall make the recommendation according to his professional judgment and the prevailing practice/guideline of the Provider. The Insured Person shall make an independent decision whether or not to receive the services in this Section 2.3 as recommended by the Counsellor. The face-to-face counselling services provided by the Clinical Psychologist are not intended and do not provide the Insured Person with any medical diagnosis, advice, medical treatment or prescription of medication.

Face-to-face counselling services must be received in Hong Kong at the designated location(s) provided by the Provider. All appointments for the face-to-face counselling services must be made by the Counsellor and subject to the availability of the Clinical Psychologist. The Policy must still in force when receiving the face-to-face counselling services and the Provider may check the Insured Person's eligibility by collecting the Plan's information from the Insured Person. The Insured Person must present the BHP card to the Provider and follow the procedures prescribed by the Company, Bupa and/or the Provider as stated in the Plan's membership guide when receiving the face-to-face counselling services.

Each Insured Person can enjoy up to a maximum number of four (4) face-to-face counselling services per Policy Year. For any visits exceeding the maximum limits per Policy Year or any services recommended by the Clinical Psychologist which are not covered by the Policy, the Insured Person shall be responsible for the costs of the services and all fees must be settled with the provider directly.

3. The Insured Person's Obligation

- 3.1 The Insured Person shall co-operate with the Company, Bupa and the Provider in all matters relating to provision of the Services. The Insured Person shall not deliver any defamatory, abusive, offensive or vulgar message or content towards the personnel of the Provider or its appointed agents in enjoying the Services.
- 3.2 The Insured Person shall promptly provide the Company, Bupa and/ or the Provider with such information and materials as the Company, Bupa and/or the Provider may reasonably require in order to supply the Services and ensure that such information is accurate and up-to-date in all material respects.
- 3.3 The Provider's ability and effectiveness to provide the Services under this Provisions are necessarily dependent upon the Insured Person's willingness to disclose their mental and/ or health concerns truthfully and comprehensively.
- 3.4 If the Company, Bupa and/ or the Provider's performance of any of its obligations under this Provisions is prevented or delayed by any act or omission by the Insured Person or failure by the Insured Person to perform any relevant obligation ("Insured Person Default"):
- (a) The Company, Bupa and/or Provider shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Insured Person remedies the Insured Person Default, and rely on the Insured Person Default to relieve it from the performance of any of its obligations to the extent the Insured Person Default prevents or delays Provider's performance of any of its obligations; and
 - (b) The Company and Bupa shall not be liable for any costs or losses sustained or incurred by the Insured Person arising directly or indirectly from Provider's failure or delay performing any of its obligations as set out in this Provisions.

4. Territorial Limit

The services set out in Section 2.2 above do not have any territorial limitation provided that the Insured Person can make the call to the hotline at own costs. The services set out in Section 2.3 above are available in Hong Kong only.

5. Liability of The Company and Bupa

- 5.1 The Provider and its appointed agents are independent contractors who are responsible for their own acts and they are not employees, agents or servants of the Company or Bupa. The Company and Bupa shall not be liable for any diagnosis or treatment or other acts or omissions performed by the Provider and its appointed agents.
- 5.2 All information provided by the Insured Person in using the services described under Sections 2.2 and 2.3 above will be kept in strict confidence. However, the Company and Bupa shall not be liable to the Policy Holder and/or the Insured Person in any respect of any loss, damage, expense, suit, action or proceeding suffered or incurred by the Insured Person, whether directly or indirectly, arising from or in connection with the service provided or advice given by the Provider, or any fault or omission of the Provider or its appointed agents which is out of the Company's and Bupa's reasonable control.

6. General Exclusions

Apart from the general exclusions set out under the Policy of the Plan, the Services under this Provisions shall not include the provision of –

- 6.1 health insurance;
- 6.2 medical advice;
- 6.3 medical consultations;
- 6.4 prescriptions;
- 6.5 diagnosis and treatment plan;

- 6.6 healthcare decisions;
- 6.7 medical service in any part of the treatment process;
- 6.8 home and unscheduled visits; or
- 6.9 advice on experimental and alternative treatments.

7. Force Majeure

The Company and Bupa shall not be held responsible for delays or failures in providing the Services caused by any strike, war, invasion, act of foreign enemies, armed hostilities (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or acts of God or any other event of force majeure which prevents the Provider or its appointed agents from providing the Services.

SAMPLE