



各位會員：

有關專業責任保險通知

學院已取得永隆保險有限公司之同意，為有需要之會員提供 2012 – 2013 年度專業責任保險，詳情安排如下：

1. 此專業責任保險之保障只提供予本院會員，如在保障期內退會，保障將即時自動終止，餘款恕不退還。
2. 全年分四期接受投保，起保日期請參閱下列之附表，惟保障期均於 2013 年 6 月 30 日屆滿。
3. 請將投保書及申請表格於各投保截止日期前寄回學院辦理。
4. 保單詳情可參閱上載於本會網站之“2011 to 2012 Malpractice Indemnity Insurance Policy”〔只有英文版本〕\*，如有任何查詢請至電 2694 0369 / 9262 0937 與永隆保險有限公司〔承保保險公司〕代理人〔專業保險事務有限公司〕梁志雄先生〔保險代理登記號碼：93000692〕了解。

\* 此文件只供參考，此乃 2011 至 2012 年度之保單，所有細則、有關條文解釋及引用，均以保險公司最後發出之正式英文保單〔即 2012 至 2013 年度之保單〕為準。

5. 在永隆保險有限公司之續保通知書內有以下條款：

“假如在此到期通知書發出日期和保單到期日之間（即 2012 年 6 月 30 日或以前）發生或匯報任何意外而導致索償，本公司保留更改續保條款之權利。”

因此在 2012 – 2013 年度專業責任保險條款生效前，永隆保險有限公司保留更改續保條款之權利。

6. 為使各會員清楚了解有關保險之各項細則，學院特別安排了四次座談會，由保險公司之代表於學院講解及答覆有關的查詢，讓會員對自己的權益及對所購買的保險有更清楚的了解，有興趣之會員請向學院職員報名。

	起保日期	投保截止日期	座談會日期	時間
1	01 / 07 / 2012	22 / 06 / 2012	13 / 06 / 2012	下午 6 : 30
2	01 / 10 / 2012	21 / 09 / 2012	12 / 09 / 2012	下午 6 : 30
3	01 / 01 / 2013	20 / 12 / 2012	12 / 12 / 2012	下午 6 : 30
4	01 / 04 / 2013	22 / 03 / 2013	13 / 03 / 2013	下午 6 : 30

7. 學院將收取每份投保申請書港幣 20 元之行政費用，以應付處理申請、郵遞等開支。此行政費用並不屬於保險費的任何部份，無論申請獲批與否，概不退還。
8. 除轉介會員向保險公司投保此專業責任保險之申請外，學院與保險公司並無關連，會員可自行決定是否申請投保此專業責任保險。

如有垂詢，請致電 2572 9255 或傳真至 2838 6280 與學院職員聯絡。



香港德輔道中45號  
45 Des Voeux Road Central, Hong Kong  
電話Tel: (852) 2147 5159  
傳真Fax: (852) 2804 6695

## RENEWAL NOTICE

Dear Sirs,

Your under-mentioned Policy will expire on the date shown below. Should you desire its renewal, please sign and return renewal notice with your remarks for alterations, if any, to us before the expiry date.

WING LUNG INSURANCE CO LTD  
EXPIRY DATE: 30-JUN-2012

CLASS OF INSURANCE	PROFESSIONAL INDEMNITY
POLICY NO.	U604040411007771
THE INSURED	MEMBERS OF COLLEGE OF NURSING, HONG KONG AS PER LIST ATTACHED
CORR.ADDRESS	ROOM A AND C, 13/F., HYDE CENTRE, 221 GLOUCESTER ROAD, WANCHAI, HONG KONG.
PROFESSION	NURSES
LIMIT OF INDEMNITY	
ANY ONE OCCURRENCE	HKD**1,000,000.00
AGGREGATE OF EACH INSURED MEMBER	HKD**1,000,000.00
RETROACTIVE DATE:	
i) 01 AUG 2003 FOR MEMBERS INSURED AT INCEPTION	
ii) COMMENCEMENT DATE OF COVER FOR OTHER MEMBERS	
DEDUCTIBLE:	HKD1,000.00 EACH AND EVERY CLAIM

POLICY NO.: U604040411007771

We reserve the right to amend our renewal terms if any claim arise from an incident happening or reported between the date of this expiry notice and the policy expiry date.

For your maximum protection, you are obliged to disclose any changes in material facts which have occurred since the policy inception or last renewal, whichever was the later.

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ALL OTHER TERMS, EXCEPTIONS AND CONDITIONS AS PER EXPIRING POLICY.



This is a claims made Policy - no claim can be made against this Policy after the expiry date stated in the Schedule.  
This Policy is not a renewable contract.

\* Document for  
Year 2011 to 2012  
& for reference only

## MALPRACTICE INDEMNITY INSURANCE POLICY FOR MEMBERS OF THE COLLEGE OF NURSING HONGKONG

### INSURING CLAUSES

Whereas the Insured stated in the Schedule has made to the insurance company stated in the Schedule (hereinafter called "the Company") a written proposal containing particulars and statements which are to be considered as incorporated in this policy and has paid the premium stated in the Schedule for the following indemnity during the period stated in the Schedule.

The Company agrees, subject to the following limitations, terms and conditions and subject to any policy endorsements:

1. To indemnify the Insured against any Claim which may be made against the Insured and notified to the company during the period of insurance stated in the Schedule for actual or alleged breach of professional duty of the insured as a nurse by reason of a negligent act, error or omission resulting in bodily injury, sickness, illness or mental injury to any patient of the Insured provided that the alleged act, error or omission was committed after the retroactive date stated in the Schedule; and
2. pay the costs and expenses incurred with the written consent of the Company in the defence or settlement of any such Claim. Such payments shall form part of the Limit of Indemnity and are not additional thereto.

If, during the period of insurance stated in the Schedule, the Insured shall become aware of any circumstance(s) which may subsequently give rise to a Claim against them for breach of professional duty in the profession stated in the Schedule by reason of any act, error or omission and shall, during the period of insurance stated in the Schedule, give written notice to the Company of such occurrence, then any such Claim which may subsequently be made against the Insured arising out of the act, error or omission shall, for the purpose of this policy, be deemed to have been made during the period of insurance stated in the Schedule.

### EXCLUSIONS

1. This policy shall not indemnify the Insured in respect of any Claim or Claims made against them:
  - (a) for libel or slander;
  - (b) brought about or contributed to by the dishonest, fraudulent, criminal, malicious or illegal act, error or omission of the Insured;
  - (c) arising from the performance of cosmetic plastic surgery, hair transplants, punch grafts, flap rotations and the like (referred to as cosmesis) it being understood that the following shall not be deemed to be cosmesis :
    - (i) Anaesthetic x-ray or other medical nursing or laboratory services provided in connection with the performance of cosmesis;
    - (ii) Plastic surgical repair of scar tissue being the result of previous surgery unrelated to cosmesis;
    - (iii) Plastic surgery in connection with burns or other traumatic injury;
  - (d) arising from services rendered by any person while under the influence of intoxicants and/or drugs or any failure to render services competently or at all due to such influence;
  - (e) arising from medical services rendered by the Insured as an employee except when the Insured was an employee of a medical practice company in which the Insured hold shares beneficially;

- (f) arising out of provision of medical services by any other person who is:
    - (i) a partner of the Insured in a medical practice; or
    - (ii) a member or director in a medical practice company of which the Insured is also a member or director;
  - (g) arising from a legal obligation to refund any fee charged the patient;
  - (h) arising in any way out of the manufacture, distribution or sale of any product;
  - (i) arising in any way out of the unlawful sale, supply, use or application of a prohibited substance;
  - (j) arising in any way out of any actual or alleged sexual harassment, sexual misconduct or unlawful discrimination by the Insured; and
  - (k) arising in any way out of providing services to a pharmaceutical company.
2. This policy shall not indemnify the Insured for any legal liability imposed upon the Insured pursuant to the Law of Contract if such legal liability would not have been imposed upon the Insured pursuant to the Law of Tort or for fines, penalties or exemplary damages of any description.
3. This policy shall not indemnify the Insured for any legal liability of whatsoever nature arising directly or indirectly out of any act, error or omission committed outside the territorial limits of the Hong Kong Special Administrative Region.
4. This policy shall not indemnify the Insured in action for damages brought against the Insured in a court of law outside the Hong Kong Special Administrative Region.
5. The Company shall not be liable in respect of any Claim or Claims for which the Insured are or would be entitled to any indemnity under any other insurance required by law to be in effect or any other insurance, statutory fund or fidelity fund of any description.
6. This policy shall not indemnify the Insured in respect of any Claim or Claims made against them prior to the commencement of the period of insurance stated in the Schedule nor in respect of any claim(s) or circumstance(s) notified under any previous policy, nor in respect of any claim(s) or circumstance(s) which may give rise to a Claim or Claims which was known to the Insured at the inception date of this insurance or which is stated on the proposal form, declaration or underwriting information, being the basis of this contract.

This exclusion relates to the act, error or omission from which any claim(s) or circumstance(s) known to the Insured arises, irrespective of how, or whether, that claim(s) or circumstance(s) is declared to the Company.

7. This policy does not cover loss, damage or liability directly or indirectly occasioned by or happening through or in consequence of
- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
  - (b) any act of terrorism.
- For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If the Company alleges that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

8. This policy does not cover loss, damage or liability directly or indirectly occasioned by, or
  - (a) caused by or arising from or in consequence of or contributed to by nuclear weapons materials, or
  - (b) arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self-sustaining process of nuclear fission.
9. This policy shall not indemnify the Insured for any legal liability arising directly or indirectly from the loss or destruction of or damage to any property or any resulting loss or expense, including any consequential loss.
10. This policy shall not indemnify the Insured in respect of any Claim or Claims made against them which relate to any duty or obligation assumed by the Insured which is not assumed in the normal conduct of the Insured's profession as stated in the Schedule.
11. This policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.
12. The Company shall not be liable to indemnify the Insured against any claim or claims including costs and expenses brought about by or contributed to by or consequent upon or in any way arising out of any failure of any Computer (by whomsoever owned or operated) to recognise or respond to, correctly and effectively, any particular date or period of time (continuous or otherwise).

“Computer” herein shall mean any computer or other electronic data processing device, equipment or system, any hardware, software, program, instruction, data or component utilised or intended to be utilised therein or thereby, or any actual or intended function of or process performed by any of the foregoing.

#### **LIMIT OF LIABILITY & EXCESS CLAUSE**

1. The liability of the Company shall not exceed in the aggregate for all Claims under this policy in respect of each individual Insured the sum stated as the Limit of Indemnity in Item 4 of the Schedule.

All Claims made against the Insured(s) shall, unless they arise from acts, errors or omissions that are different and totally unrelated, be regarded as one aggregated Claim and the Company's total liability under this policy for the aggregated Claim shall not exceed the Limit of Indemnity.
2. In respect of each Claim made against the Insured (including the costs and expenses incurred in its defence or settlement) the amount of the Excess specified in the Schedule shall be borne by the Insured at their own risk and the Company shall only be liable to indemnify the Insured in excess of such amount. Should any Claim made against the Insured involve more than one act, error or omission then the Excess specified in the Schedule shall apply to each such act, error or omission separately.

#### **DEFENCE AND SETTLEMENT CLAUSE**

1. The Company shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any Claim.
2. The Insured shall, when instructed by the Company, pay promptly (or within the terms of any proposed settlement) any amount for which the Insured is liable pursuant to clause 2 of the Limit of Liability & Excess Clause. Any failure or refusal by the Insured to make such payment shall entitle the Company to deduct such amount from any amount(s) required to settle any Claim, judgement, order or any other payment to be made by the Company under the policy.
3. The Insured shall not be required to contest any legal proceedings unless a Senior Counsel (to be mutually agreed upon by the Insured and the Company) shall advise that such proceedings should be contested.
4. In the event that the Company elects to settle any Claim the Company may discharge its total liability under the policy by paying the then available Limit of Indemnity to the Insured.



5. In the event that the Insured wishes to continue to contest any Claim which, in the opinion of the Company should be settled, then, with the consent of the Company the Insured may so elect, provided that the Company's liability in respect of any such Claim shall not exceed the amount for which, but for such election, the Claim could have been settled, together with costs and expenses payable in accordance with this policy and incurred up to the date of such election.
6. The Company may, if it believes that any Claim will not exceed the policy Excess, instruct the Insured to conduct the defence of the Claim. In such circumstances the Company will reimburse the Insured for all reasonable defence costs in the event that any payment made to dispose of the Claim by way of damages exceeds the policy Excess.

#### CONDITIONS

1. The Insured shall not admit liability for or settle any Claim or incur any costs or expenses in connection therewith without the written consent of the Company.
2. The Insured shall, as a condition precedent to their right to be indemnified under this policy, give to the Company immediate notice in writing of any Claim made against the Insured whether such Claim be oral or in writing and shall, upon request, give to the Company such information as the Company may reasonably require to investigate the matter so reported.
3. The Company shall be entitled to claim indemnity or contribution at any time in the name of the Insured from any party against whom the Insured may have such rights.
4. To be valid, this policy must have a Schedule attached signed by an authorised officer of the Company stated in the Schedule.

#### DEFINITION OF INSURED CLAUSE

The "Insured" means the person(s), being graduate nurse(s) or student nurse(s) of the College of Nursing Hong Kong specified in the proposal form, declaration or underwriting information being the basis of this contract.

#### DEFINITION OF CLAIM CLAUSE

"Claim" or "Claims" means:

- (a) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter-claim or third or similar party notice issued against or served upon the Insured; or
- (b) the receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured.

#### AUTOMATIC EXTENSIONS

##### Extension 1 – Legal Representation Costs

This policy is extended to indemnify the Insured for reasonable legal costs and expenses incurred with the written consent of the Company in the representation of the Insured at any coronial inquiry, provided the Insured is legally required to attend such inquiry.

##### Extension 2 – Professional Employment Endorsement

Notwithstanding exclusion 1(e) of this policy, the Company agrees to provide indemnity in respect of the Insured's liability whilst employed in the profession stated in the schedule.

Coverage is intended to be of a secondary nature and will only apply if the Named Insured's employer fails to provide indemnity by way of insurance or otherwise to the Named Insured.

- End of Wording -



**專業責任保險申請表格 Professional Indemnity Insurance Application Form (CN18)**

*Appointed Agent : Professional Insurance & Associate Ltd.*

保險代理人：專業保險事務有限公司

<input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 小姐 Miss <input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 女士 Ms <input type="checkbox"/> 博士 Doctor <input type="checkbox"/> 教授 Professor				身份證/護照號碼 ID/Passport No.  會員證號碼 Membership No.
中文姓名〈必須與身份證/護照相同〉 Name in English (English name on ID / Passport)				
電話號碼 Telephone No.	住宅 Residence	辦事處 Office	流動電話/傳呼號碼 Mobile/Pager	電郵地址 Email Address
住址 Address				
工作機構 Name of Employer			部門 Department	
<input type="checkbox"/> 註冊護士 Registered Nurse <input type="checkbox"/> 登記護士 Enrolled Nurse <input type="checkbox"/> 護士學生 Nursing Student <input type="checkbox"/> 其他 Others _____				
級別 Rank				

請在適當的空格內填上√ 號 Please √ the appropriate box.

會員類別 Type	投保期 Professional Indemnity Insurance Cover Period	保險費 Professional Indemnity Insurance Fee (HK\$)	* 行政費用 Administration Fee (HK\$)	總額 Total Amount (HK\$)
1. 普通會員 Full	01/07/2012-30/06/2013	\$240.00	\$20.00	\$260.00 <input type="checkbox"/>
	01/10/2012-30/06/2013	\$240.00	\$20.00	\$260.00 <input type="checkbox"/>
2. 附屬會員 Associate	01/01/2013-30/06/2013	\$120.00	\$20.00	\$140.00 <input type="checkbox"/>
	01/04/2013-30/06/2013	\$120.00	\$20.00	\$140.00 <input type="checkbox"/>
3. 學生會員 Student	01/07/2012-30/06/2013	\$200.00	\$20.00	\$220.00 <input type="checkbox"/>
	01/10/2012-30/06/2013	\$200.00	\$20.00	\$220.00 <input type="checkbox"/>
	01/01/2013-30/06/2013	\$100.00	\$20.00	\$120.00 <input type="checkbox"/>
	01/04/2013-30/06/2013	\$100.00	\$20.00	\$120.00 <input type="checkbox"/>

\* 香港護理學院另收取港幣 20 元正作為處理此申請表格之行政費用，此行政費用並不屬於保險費的任何部份，無論申請獲批與否，概不退還。

*An administration fee of HKD20 will be charged by College of Nursing, Hong Kong for processing of the application. This administration fee is not part of the Professional Indemnity Insurance Fee and is non-refundable whether the application is accepted or not.*

購買專業責任保險者必須填妥此部份

**Should be completed by the members who purchase Professional Indemnity Insurance**

**聲明書 Declaration**

本人，\_\_\_\_\_ 聲明本人並沒有因為專業責任上的失當而引致或可引致有任何索償要求。  
The undersigned declares that he/she is not aware of any claims being made against him/her for breach of duty in his/her professional capacity, nor is he/she aware of any circumstances which may give rise to a claim.

本人委托香港護理學院按保險條例代為購買專業責任保險，明白香港護理學院無須為該份專業責任保險負上任何法律責任。

The undersigned now authorizes the College of Nursing, Hong Kong to purchase Professional Indemnity Insurance with the understanding that the College of Nursing, Hong Kong does not bear any legal liabilities.

Insured  
受保人：\_\_\_\_\_

Signed  
簽署：\_\_\_\_\_

Date  
日期：\_\_\_\_\_

此聲明書以英文版為準

The English version of this declaration shall prevail.

付款辦法: Payment Method :	<input type="checkbox"/> 現金 Cash <input type="checkbox"/> 支票 Cheque: 支票號碼 Cheque No. _____ 銀行 Bank _____ 抬頭為“香港護理學院” Payable to “College of Nursing, Hong Kong”
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- ✦ I declare that the information given in this application is, to the best of my knowledge, accurate and complete.

本人謹此聲明在本申請表填報的資料均屬正確及完整。

- ✦ I understand :
1. Any false or misleading information will lead to disqualification of my application and any fees paid will not be refunded.
  2. The Professional Indemnity Insurance is for Members of the College of Nursing, Hong Kong, any cancellation of membership will lead to termination of the coverage and any fees paid will not be refunded.

本人明白:

1. 若填報之資料失實，本人的申請將被取消，同時所繳交的費用概不獲退還。
2. 此專業責任保險之保障範圍只限香港護理學院之會員，如在保障期內退會，保障將即時自動終止，餘款概不退還。

簽名 Signature : \_\_\_\_\_

日期 Date : \_\_\_\_\_

學院專用 For Office Use Only	
申請編號 Serial No. :	付款方法 Paid by : <input type="checkbox"/> 現金 Cash <input type="checkbox"/> 支票 Cheque
接納日期 Date Accepted:	經手人 Handled by : _____ 日期 Date : _____
	會計部 Handled by (A/C Dept.) : _____ 日期 Date : _____

永隆保險有限公司  
Wing Lung Insurance Co. Ltd.

香港護理學院 - 護士專業責任保險  
NURSES' PROFESSIONAL INDEMNITY INSURANCE  
FOR THE MEMBERS OF THE COLLEGE OF NURSING, HONG KONG  
投保書 ENROLMENT FORM

此【護士專業責任保險】只提供予香港護理學院之會員

This is an enrolment form of Nurses' Professional Indemnity Insurance for Members of the College of Nursing, Hong Kong

姓名  
Name : \_\_\_\_\_  
地址 (住宅)  
Address (Home) : \_\_\_\_\_  
地址 (辦公室)  
Address (Office) : \_\_\_\_\_  
聯絡電話 (辦公室) (住宅) (手提)  
Telephone No. (Office) : \_\_\_\_\_ (Home) \_\_\_\_\_ (Mobile) \_\_\_\_\_  
會員號碼 (附屬會員/普通/學生會員)  
Membership No. : \_\_\_\_\_ (Associate/Ordinary/Student Member)  
職位  
Rank : \_\_\_\_\_  
投保期 由 至  
Period of Insurance : From \_\_\_\_\_ to \_\_\_\_\_  
保障 每次意外及全年最高賠償額港幣 1,000,000.00  
Coverage : HK\$1,000,000.00 any one accident and in the annual aggregate  
地區範圍 香港特別行政區  
Territory Scope : Hong Kong SAR

聲明 Declaration

- I hereby apply the Nurses' Professional Indemnity Insurance and declare that the above statements and particulars are true and correct.  
本人茲申請護士專業責任保險，並聲明以上所作陳述及各項細節均真實無訛。
- I agree that this enrolment form shall be the basis of the contract between me and the Company.  
本人同意本人與貴公司所簽訂之合約以本投保書及其聲明為依據。
- I declare that no claim has been made which may cause payment under this policy.  
本人聲明在投保前，本人並無發生任何事件致令本保險單發生賠償。
- Notice of Personal Data: The information you provide to us is collected to enable us to carrying on insurance business and may be transferred to any related companies.  
You have the right to obtain access to and to request correction of any personal information concerning yourself held by us. Should you have any requests or enquiries, please contact or write to our Manager of Secretarial & PR Department.  
個人資料須知：閣下提供的資料，為本公司提供保險業務所需，並可使用於任何與保險或財務有關的產品，及可能轉移予任何有關的公司。  
閣下有權查閱及要求更正由本公司有關閣下的個人資料。如有任何要求或查詢，請來函或聯絡本公司秘書公關部經理。
- I understand that the policy only cover areas within the Code of Professional Conduct and Code of Ethics for Nurses in Hong Kong as defined by The Nursing Council of Hong Kong.  
本人明白投保範圍只包括香港護士管理局刊印之香港護士專業守則及倫理準則內所述與護理有關之工作。

\_\_\_\_\_  
投保人簽署 Signature of Proposer

\_\_\_\_\_  
日期 Date