

Q之選之條款及條件

1. 條款及條件的應用

- 1.1 此等條款及條件對所有會員具有約束力，並構成卓健醫療與各會員的合約（定義均見下文）。於遞交申請表格後，申請人及/或家庭成員即同意受此等條款及條件所約束（定義均見下文）。
- 1.2 除非文義另有規定，否則在此等條款及條件中下列詞彙具有下列涵義：
- 「申請人」 簽署申請表格的人士，彼必須為僱員或退休人士及年滿18歲；
 - 「申請表格」 用作申請Q之選會籍及門診服務的相關申請表格（包括網上申請表格），並構成此等條款及條件的一部分；
 - 「中醫藥醫療中心」 醫務所指南內所列的指定中醫藥醫療中心；
 - 「中醫」 在中醫藥醫療中心內執業的註冊中醫；
 - 「自付費用」 會員獲提供有關門診服務後而須自行承擔按申請表格內所註明的固定費用或門診服務費用的一個百分比；
 - 「合約客戶」 與卓健醫療集團的任何成員公司就提供醫療及/或保健服務有合約關係的公司或組織；
 - 「醫生」 普通科醫生及專科醫生的統稱；
 - 「生效日期」 卓健醫療根據第2.5條發出的確認書內所列明門診服務開始生效的日期，或卓健醫療另行通知會員的其他日期；
 - 「僱員」 任何合約客戶的僱員（包括兼職及臨時僱員）；
 - 「家庭成員」 申請人的配偶、任何子女（包括申請人依法領養的子女）或父母；
 - 「費用」 申請表格內列明會員就門診服務所應付的費用，或於門診服務續約時卓健醫療另行通知會員所應付的費用；
 - 「普通科醫生」 在醫療中心內執業但沒有註冊為專科醫生的註冊醫生；
 - 「香港」 中華人民共和國香港特別行政區；
 - 「醫療中心」 醫務所指南內所列的指定醫療中心；
 - 「醫務所指南」 提供門診服務的醫療及保健中心名冊（可不時作出修訂）；
 - 「會員」 主會員及附屬會員的統稱；
 - 「醫生註冊條例」 香港法例第一百六十一章醫生註冊條例；
 - 「門診服務」 Q之選所提供的門診服務；
 - 「合作夥伴」 與卓健醫療集團共同為會員提供福利的業務合作夥伴；
 - 「物理治療中心」 醫務所指南內所列的指定物理治療中心；
 - 「私隱條例」 香港法例第四百八十六條個人資料（私隱）條例；
 - 「主會員」 其Q之選會籍（如申請人在申請表格內沒有申請任何門診服務，則被視為申請Q之選會籍）及門診服務（如適用）的申請已獲卓健醫療集團接納的申請人；
 - 「私隱政策聲明」 卓健醫療及其附屬公司和聯營公司的私隱政策聲明（可不時作出修訂），該聲明可於網站瀏覽；
 - 「Q之選」 一項為會員提供醫療及保健福利的僱員福利計劃；
 - 「Q之選卡」 在每名會員的申請獲得接納時向其發出的會員卡，以便其享用Q之選的福利；
 - 「Q之選服務」 由卓健醫療集團及/或合作夥伴不時為Q之選提供的服務，包括但不限於門診服務；
 - 「卓健醫療集團」 卓健醫療及提供醫療及保健服務的有關附屬公司和聯營公司；
 - 「卓健醫療」 卓健醫療服務有限公司；
 - 「退休人士」 任何合約客戶同意向其提供持續僱員福利的退休人士；
 - 「審閱期」 申請門診服務當日後七天內；
 - 「專科醫生」 名列於根據醫生註冊條例所備存的專科醫生名冊內並於醫療中心執業的註冊醫生；
 - 「附屬會員」 其門診服務的申請已獲卓健醫療集團接納的任何家庭成員；
 - 「條款及條件」 本文所載的此等條款及條件（以不時修訂者為準）；及
 - 「網站」 卓健醫療的網站，網址為 <http://www.qhms.com>
- 1.3 除文義另有規定外，本文對條款的提述，亦即對此等條款及條件中的條款的提述。
- 1.4 標題乃為便利起見而加上，並不影響此等條款及條件的詮釋。
- 1.5 除文義另有規定外，單數詞彙包含眾數涵義，反之亦然，而附帶性別的詞彙包含每種性別。

2. 申請

- 2.1 申請人如欲為其本人申請Q之選會籍及任何門診服務（如適用）及/或代表其家庭成員申請任何門診服務，其必須填妥一份申請表格及提供其本人及/或其家庭成員的若干個人資料。
- 2.2 只有屬於申請表格內所列有關不同門診服務的特定年齡組別的申請人及/或其家庭成員，方具資格申請門診服務。
- 2.3 卓健醫療保留由其全權決定拒絕任何門診服務及其續約（如適用）申請的權利，而毋須給予任何理由。
- 2.4 申請人如因任何理由由未感滿意，可於審閱期內以書面通知卓健醫療，代表其本人及/或其家庭成員取消或修訂任何門診服務申請。
- 2.5 卓健醫療將在其接納申請人為其本人提出的Q之選會籍及任何門診服務（如適用）的申請及/或申請人代表其家庭成員提出的任何門診服務的申請後，於提出申請當日或申請人根據第2.4條對申請作出修訂當日起計的十四天內（以較後者為準），向申請人發出確認書連同Q之選卡。倘若申請不獲接納，卓健醫療將儘早通知申請人及於通知發出後三十天內全數退還任何已付的門診服務費用（如該門診服務費用乃透過指定信用卡賬戶直接扣賬支付，須扣除有關的銀行手續費）。
- 2.6 Q之選卡只可由獲發Q之選卡的會員使用，不得轉讓。Q之選卡屬卓健醫療所有，於卓健醫療要求時必須交還。若Q之選卡被遺失、損毀或盜竊，會員須即時通知卓健醫療。卓健醫療可就補發Q之選卡收取合理的款項。

3. 門診服務費用

- 3.1 門診服務費用及門診服務續約費用可以支票或透過指定信用卡賬戶直接扣賬繳付。
- 3.2 會員須負責支付 (i) 任何不屬於第5條所列的門診服務範圍內之服務之費用；(ii) 任何自付費用；及 (iii) 任何超出申請表格所載門診服務之最高額或限額之費用。
- 3.3 任何非涵蓋門診服務的費用或任何自付費用，須於會員獲提供服務時由會員直接支付。
- 3.4 除非本文另有列明，否則任何已支付予卓健醫療的門診服務費用一概不可退還或轉讓。

4. Q之選服務

- 4.1 在符合申請表格及此中所列的最高涵蓋額和限額及卓健醫療就有關門診服務所施加的任何特定條款及條件的情況下，卓健醫療集團將於服務有效期內向會員提供門診服務。
- 4.2 卓健醫療集團及/或合作夥伴可不時為會員提供與其Q之選會籍有關的新服務，而此等新服務將受此等條款及條件以及適用於該等服務的特定條款及條件所規管。

5. 門診服務範圍

- A. 醫療服務
- a) 在診症時間內以門診病人身份在醫療中心接受普通科醫生及/或專科醫生（需由醫療中心之普通科醫生建議轉介及其轉介信有效期為三個月）為其疾病或受傷診症。
 - b) 醫療中心所提供由應診普通科醫生為其疾病或受傷處方的三天基本藥物。
 - c) 醫療中心所提供由應診專科醫生為其疾病或受傷處方的五天基本藥物。
 - d) 由應診醫生指示/進行的基本敷藥及包裝。
 - e) 由應診醫生為其疾病或受傷處方的藥物注射。
 - f) 由應診醫生建議轉介在醫療中心X光部門進行的化驗測試（不包括為每年身體檢查進行的例行化驗測試）。
 - g) 由應診醫生建議轉介在醫療中心X光部門進行的非專科X光檢查。

Terms and Conditions of QChoice

1. Application of the Terms and Conditions

- 1.1 These Terms and Conditions are binding on all Members and constitute a contract between Quality HealthCare Medical Services (QHMS) and each Member (as defined hereunder). By submitting the Application Form, the Applicant and/or the Family Member agree(s) to be bound by these Terms and Conditions (all as defined hereunder).
- 1.2 In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the following meanings:
- "Applicant" the person signing the Application Form who must be an Employee or a Retiree and has attained the age of 18;
 - "Application Form" the application form (including on-line application form) for applying QChoice membership and Out-patient Service which forms part of these Terms and Conditions;
 - "Chinese Medicine Centres" designated Chinese medicine centres as listed in the Medical Network Directory;
 - "Chinese Medicine Practitioner" a registered Chinese medicine practitioner practising at the Medical Centres; the fixed fee or percentage proportion of costs as stated in the Application Form which the Member shall contribute towards the cost of the respective Out-patient Service provided;
 - "Co-payment" a company or organization having contractual relationship with any member of the Quality HealthCare (QH) Group for providing medical and/or healthcare services;
 - "Contract Client" General Practitioner and Specialist collectively; the date on which the Out-patient Service shall become effective as specified in the confirmation letter issued by QHMS pursuant to Clause 2.5 or such other date as otherwise notified by QHMS to the Member;
 - "Doctor" an employee (including part-time and temporary employee) of any Contract Client;
 - "Effective Date" the spouse, any child (including those legally adopted by the Applicant) or parent of the Applicant;
 - "Employee" the fees payable by the Member for the Out-Patient Service as specified in the Application Form or otherwise notified by QHMS to the Member upon renewal of the Out-patient Service;
 - "Family Member" a registered medical practitioner not registered as a Specialist and practising at the Medical Centres;
 - "Fees" the Hong Kong Special Administrative Region of the People's Republic of China;
 - "General Practitioner" or "GP" designated medical centres as listed in the Medical Network Directory; the list of medical and healthcare centres where the Out-patient Service is to be provided (as amended from time to time);
 - "Hong Kong" the Principal Member and Supplementary Member collectively; the Medical Registration Ordinance, Chapter 161 of the Laws of Hong Kong;
 - "Medical Centres" "Medical Network Directory" "Member" "MRO" "Out-patient Service" "Partner" business partner of the QH Group who provides benefits to the Members under QChoice in conjunction with the QH Group;
 - "Physiotherapy Centres" "PD(P)O" "Principal Member" designated physiotherapy centres as listed in the Medical Network Directory; the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong; the Applicant whose application for QChoice membership (the Applicant is deemed to apply for QChoice membership if he does not apply for any Out-patient Service under his application) and Out-patient Service (where applicable) has been accepted by the QH Group;
 - "Privacy Policy Statement" the privacy policy statement of QHMS and its subsidiaries and associated companies (as amended from time to time) which is available at the Website; an employee benefit programme under which medical and healthcare benefits will be provided to the Member;
 - "QChoice" the membership card issued to each Member for enjoying the benefits of QChoice upon acceptance of his application;
 - "QChoice Card" services offered under QChoice by the QH Group and/or the Partner from time to time including but not limited to Out-patient Service;
 - "QChoice Service" QHMS and the applicable subsidiaries and associated companies providing medical and healthcare services; Quality Healthcare Medical Services Limited;
 - "QH Group" a retiree of any Contract Client whom the Contract Client has agreed to provide continuing employee benefits; within 7 days after the date of application for Out-patient Service;
 - "QHMS" "Retiree" a registered medical practitioner whose name appears in the Specialist Register under the MRO and practising at the Medical Centres; any Family Member whose application for Out-patient Service has been accepted by the QH Group;
 - "Review Period" "Specialist" or "SP" these terms and conditions as set out herein (as amended from time to time); and the website of QHMS located at URL <http://www.qhms.com>.
 - "Supplementary Member"
 - "Terms and Conditions"
 - "Website"

- 1.3 References herein to Clauses are references to clauses in these Terms and Conditions unless the context otherwise requires.
- 1.4 The headings are inserted for convenience only and shall not affect the construction of these Terms and Conditions.
- 1.5 Words importing the singular shall include the plural and vice versa and words importing a gender include every other gender, unless the context otherwise requires.

2. Application

- 2.1 The Applicant is required to complete an Application Form and provide certain personal data of himself and/or his Family Member if he wishes to apply for QChoice membership and any Out-patient Service (where applicable) for himself and/or apply for any Out-patient Service on behalf of his Family Member.
- 2.2 The Applicant and/or his Family Member will only be eligible for the Out-patient Service if he is/they are within the particular age group for different Out-patient Service as specified in the Application Form.
- 2.3 QHMS reserves the right to decline any application for QChoice Service and the renewal thereof (where applicable) at its sole discretion without giving any reason.
- 2.4 The Applicant may cancel or amend the application for any Out-patient Service on behalf of himself and/or his Family Member by notifying QHMS in writing during the Review Period if he is not satisfied for any reason.
- 2.5 QHMS will issue a confirmation letter together with QChoice Card(s) to the Applicant upon acceptance of his application for QChoice membership and Out-patient Service (where applicable) for himself and/or application for Out-patient Service on behalf of his Family Member within 14 days from the date of application or from the date of amendment of the application pursuant to Clause 2.4, whichever is later. If the application has not been accepted, QHMS will notify the Applicant as soon as practicable and refund in full any Fee paid (subject to the deduction of any relevant bank charges if payment is made by direct debit from a designated credit card account) within 30 days after notification.
- 2.6 QChoice Cards are not transferable and may only be used by the Member to whom the QChoice Card was issued. QChoice Cards remain the property of QHMS and must be returned upon request. If the QChoice Card is lost, damaged or stolen, the Member should report to QHMS immediately. A reasonable charge may be imposed by QHMS for the issuance of a replacement QChoice Card.

3. Fees

- 3.1 Fees and renewal Fees may be paid by cheque or direct debit from a designated credit card account.
- 3.2 Members shall be liable to pay for (i) any services that are outside the scope of the Out-patient Service as stated in Clause 5; (ii) any Co-payment; and (iii) any services that exceed the maximums or limits set out in the Application Form.
- 3.3 Charges for any uncovered services or any Co-payment shall be settled by the Member directly at the time the service is rendered to the Member.
- 3.4 Unless otherwise specified herein, any Fees paid to QHMS are not refundable or transferable.

4. QChoice Service

- 4.1 Subject to the coverage maximums and limits and any specific terms and conditions which may be imposed by QHMS in relation to the Out-patient Service as specified herein and in the Application Form, the QH Group will provide the Out-patient Service to the Member during the service effective period.
- 4.2 The QH Group and/or the Partner may from time to time offer(s) the Members with new services associated with their QChoice membership, and these new services will be governed by these Terms and Conditions and the specific terms and conditions applicable to such services.

5. Scope of Out-patient Service

- A. Medical Services
- a) General Practitioner consultations and/or Specialist consultations (on recommendation from a General Practitioner at the Medical Centres and the referral letter shall be valid for 3 months from the date of issuance) during normal consultation hours for illness or injury as an out-patient at the Medical Centres.

- B. 額外藥物治療 (只限普通科及專科門診及指定計劃)
- 在診症時間內，於指定醫療中心由應診普通科醫生為其疾病或受傷處方三天以外之藥物。
 - 在診症時間內，於指定醫療中心由應診專科醫生為其疾病或受傷處方五天以外之藥物。
- C. 中藥服務 (只適用於指定計劃)
- 在診症時間內以門診病人身份在中醫藥醫療中心接受中醫為其疾病診症。
 - 中醫藥醫療中心所提供由應診中醫為其疾病處方的兩劑基本中醫草藥。
- D. 物理治療服務 (只適用於指定計劃)
- 在診症時間內在物理治療中心接受物理治療。此服務需由醫療中心之醫生建議轉介及其轉介信有效期為一個月。
- E. 一般X光診斷及化驗服務 (只適用於指定計劃)
- 在醫療中心X光部門開放時間內進行化驗測試、非專科X光及影像檢查。此服務需由醫療中心之普通科/專科醫生建議轉介。

以上門診服務A-E受不包括項目所規範。

6. 不包括項目

門診服務並不包括下列服務：

A. 醫療服務

- 任何於非指定之醫療中心進行之服務或治療。
- 任何並非由普通科醫生或專科醫生所進行的治療。
- 並非由普通科醫生或專科醫生建議及轉介的定期身體檢驗及試驗、醫藥治療、X光及實驗室化驗。
- 驗孕、不育測試、避孕藥物或避孕裝置。
- 任何與妊娠、不育、絕育、陽萎或更年期有關的醫療服務。
- 女性荷爾蒙測試或分析，以及女性荷爾蒙補充治療 (因疾病引致者除外)。
- 超過三天 (由普通科醫生診治) 治療或五天 (由專科醫生診治) 治療的長期重複藥物治療，以及慢性疾病治療所需之藥物、門診費用、X光診斷及化驗服務，例如：愛滋病、老人癱瘓症、癩症、慢性氣管炎、慢性濕疹、慢性肝炎、冠心病、糖尿病、心臟病、心臟衰竭、高血脂、高血壓、甲狀腺機能亢進症、甲狀腺機能低下症、偏頭痛、灰甲、柏金遜症、牛皮癬、腎衰竭、紅斑狼瘡症、骨質疏鬆及慢性類風濕性關節炎。
- 預防疫苗注射及任何預防性治療。
- 任何目前並無提供或並未普及，但於門診服務申請獲接納後可能推出而且費用可能高昂的治療方式，例如愛滋病藥物；個別抗毒藥物 (例如干擾素及抗癆藥) 等的醫藥費用。
- 任何性傳染病、性病治療，及人類免疫力缺乏症病毒、愛滋病或與愛滋病有關的併發症以及肺結核的治療。
- 特別要求的藥物，如到瘧疾地區度假所需之藥物。
- 專科X光化驗，例如造影照片、乳房X光片、X光涉及電腦掃描、磁力共振掃描及利用放射性同位素進行的檢查或治療。
- 專科檢查，例如：超聲波檢查、心臟回波圖、內窺鏡檢查及運動心電圖。
- 所有手術項目 (包括在醫療中心及醫院所進行者)。
- 精神病、心理病、情緒病、慢性酗酒、濫藥或癲癲費用。
- 用藥過量及酒精中毒。
- 先天性缺陷或疾病。
- 整容或整形手術或為美容目的而進行的任何治療，例如：暗瘡及脫髮症。
- 補藥、刺激食慾、控制抑鬱之藥物及任何控制體重的治療或藥物。
- 牙科及眼睛屈光治療、視力檢查或提供助聽器及義肢。
- 一切昂貴的補品及藥材，例如：燕窩、人參及靈芝。
- 健康教育服務，例如改善語言能力、糖尿病料理課程指導及營養指導服務，或其他輔導服務。
- 一般商業成藥及健康食品。
- 任何與腎臟或腹膜透析治療有關之費用。

B. 傳統中藥服務

- 任何於非指定之醫療中心進行之服務或治療。
- 一切顆粒狀的藥物。
- 精煉之藥物。
- 一切昂貴的補品及藥材，例如：燕窩、人參及靈芝。
- 一般商業成藥及健康食品。
- 針灸、跌打、拔罐及煎藥服務。所有手術項目**

C. 物理治療服務

- 任何先天性畸形或遺傳性病痛的治療。
- 任何神經病痛的治療。
- 任何工傷治療。
- 採購及使用特別矯正器、器材、拐杖或其他配備之費用。
- 非傳統療法包括但不限於針灸及其他非常規的治療方式。
- 任何非在指定的物理治療中心內進行的治療，包括但不限於水療法、在現場之評估，以及教育性的研討會。
- 任何在物理治療網絡內沒有提供的治療方式，包括但不限於衝擊波療法及永磁療法。

7. 生效日期

- 申請人及/ 或家庭成員所選擇的門診服務將於生效日期起生效，惟 a) 申請必須獲卓健醫療正式接納；b) 卓健醫療已根據第2.5條發出確認書；及 c) 卓健醫療已收取所需的費用。
- 除非根據第10條提早終止或另行續約，門診服務的有效期為生效日期起計十二個月。

8. 續約

- 門診服務可由卓健醫療全權決定予以續約。倘若卓健醫療決定為會員的任何門診服務續約，卓健醫療將於該門診服務的屆滿日期前30天內向該會員寄出續約通知書，而該續約通知書將寄往卓健醫療最後知悉的該會員的聯絡地址。
- 續約時須付的門診服務費用及任何續約的條款可能與即將屆滿的門診服務不同，並將由卓健醫療集團全權決定。這絕對決定權可基於如續約前期間的使用率等準則來決定。
- 凡門診服務獲續約，門診服務將按照卓健醫療通知會員的該等條款，於首個門診服務有效期屆滿後繼續生效，惟卓健醫療必須已於首個門診服務有效期的屆滿日期或之前收受所需的門診服務續約費用。

9. 更改服務計劃/ 計劃類別

於首十二個月的服務有效期內，會員不得更改服務計劃/ 計劃類別。會員如欲於續約時更改服務計劃/ 計劃類別，其必須於門診服務屆滿日期前30天內通知卓健醫療其更改服務計劃/ 計劃類別的要求。倘若卓健醫療接納該要求，更改後的服務計劃/ 計劃類別將在續約期起生效。

10. 終止

- 卓健醫療有絕對權利可隨時在給予會員合理通知後終止Q之選的運作或終止提供任何Q之選服務。倘若卓健醫療終止Q之選的運作或任何Q之選服務，會員將按未屆滿的服務有效期獲得退還按比例計算的部分費用。
- 倘若會員身故，Q之選會籍及Q之選服務將立即終止。
- 會員可隨時以書面通知卓健醫療終止其Q之選會籍或任何門診服務。
- 倘若任何會員違反或卓健醫療有合理理由相信其違反任何此等條款及條件，卓健醫療可暫停或終止其Q之選會籍及Q之選服務。

- 3-day basic medications supplied by the Medical Centres on prescription from the consulting General Practitioner for illness or injury as an out-patient.
- 5-day basic medications supplied by the Medical Centres on prescription from the consulting Specialist for illness or injury as an out-patient.
- Standard dressings as and when directed/performed by the consulting Doctor.
- Injections as prescribed by the consulting Doctor for illness or injury as an out-patient.
- Laboratory investigations performed as an out-patient on recommendation by the consulting Doctor where performed at the X-ray departments of the Medical Centres (routine laboratory tests performed as part of annual physical examination are excluded).
- All non-specialised X-ray investigations as recommended by the consulting Doctor where performed at the X-ray departments of the Medical Centres.

B. Extra Medication (only applicable to GP and SP and designated Pre-paid Scheme)

- Extra medications (i.e. out of the 3-day basic medications) supplied by designated Medical Centres on prescription from the consulting General Practitioner for illness or injury as an out-patient during normal consultation hours.
- Extra medications (i.e. out of the 5-day basic medications) supplied by designated Medical Centres on prescription from the consulting Specialist for illness or injury as an out-patient during normal consultation hours.

C. Chinese Medicine Services (only applicable to designated Pre-paid Scheme)

- Chinese Medicine Practitioner consultations during normal consultation hours for illness as an out-patient at the Chinese Medicine Centres.
- 2-pack basic herbs supplied by the Chinese Medicine Centres on prescription from the consulting Chinese Medicine Practitioner for illness as an out-patient.

D. Physiotherapy Services (only applicable to designated Pre-paid Scheme)

Physiotherapy treatment on recommendation of the Doctor at the Medical Centres and the referral letter shall be valid for 1 month from the date of issuance during normal consultation hours at the Physiotherapy Centres.

E. General Diagnostic X-ray & Laboratory Tests (only applicable to designated Pre-paid Scheme)

Laboratory tests, non-specialised X-ray and Imaging at the X-ray departments of the Medical Centres on recommendation from a General Practitioner/Specialist at the Medical Centres.

Exclusions shall apply for the provision of Out-patient Service A-E.

6. Exclusions

Out-patient Service does not cover the following services:

A. Medical Services

- Services performed outside designated medical centres.
- Any treatment not undertaken by a General Practitioner or Specialist.
- Routine physical examination and investigations, medication, X-ray and laboratory test not recommended and referred by a General Practitioner or Specialist.
- Pregnancy tests, infertility, contraceptive or contraceptive devices.
- Any medical services associated with pregnancy, infertility, sterilisation, impotence or menopause.
- Female hormonal tests or assays and female hormonal replacement therapy (unless resulting from a disease).
- Long term repeated medication that exceeds 3 days' treatment for GP consultation or 5 days' treatment for SP consultation; Consultation Fee, Diagnostic X-ray, Laboratory Tests & medication for chronic diseases treatment, e.g. AIDS, Alzheimer's Disease, Cancer, Chronic Bronchitis, Chronic Eczema, Chronic Hepatitis, Coronary Heart Disease, Diabetes Mellitus, Heart Disease, Heart Failure, Hyperlipidemia, Hypertension, Hypothyroidism, Hypothyroidism, Migraine, Onychomycosis, Parkinson's Disease, Psoriasis, Renal Failure, Systemic Lupus Erythematosus, Osteoporosis and Chronic Arthritis.
- Vaccinations, immunisations and any preventive treatment.
- Any form of treatment not presently or universally available but which may become available subsequent to acceptance of the Out-patient Service application and which may be highly expensive, e.g. medication for AIDS; medication costs for specific anti-viral agents, e.g. Interferon and anti-cancer.
- Any treatment for sexually transmitted disease, venereal diseases and treatment of human immunodeficiency virus, AIDS or AIDS-related complication and tuberculosis.
- Medication on request, e.g. holiday supply for visiting a malarial area.
- Specialised X-ray tests, e.g. X-ray with contrast medium and mammogram, X-ray involving CAT scanning, computerized scanning, MRI and investigations or treatments involving radioactive isotopes.
- Specialised investigations, e.g. ultrasound examination, echocardiogram and endoscopy and treadmill ECG.
- All surgical procedures (both clinical & hospital).
- Mental diseases, psychiatric, mood disorder, chronic alcoholism, drug addiction or rest cures.
- Drug overdose and alcoholism.
- Congenital defects or diseases.
- Cosmetic or plastic surgery or any treatment for the purpose of beautification, e.g. Acne and Alopecia.
- Tonic, appetite stimulants, depressants and any treatment or medication for weight control.
- Dental and eye refraction treatment, eyesight test or the supply of hearing aids and prosthetic limbs.
- All expensive tonic and nutrient herbs, e.g. Birds' nests, Ginseng and Lingzhi.
- Health educational services such as speech improvement, diabetic classes and nutritional services, or group support services.
- Pre-package commercial health supplement.
- Any cost associated with kidney or peritoneal dialysis.

B. Traditional Chinese Medicine Services

- Services performed outside designated Chinese Medicine medical centres.
- All medication in the form of granule.
- Extraction of medication.
- All expensive tonic and nutrient herbs, e.g. Birds' nests, Ginseng and Lingzhi.
- Pre-package commercial health supplement.
- Acupuncture, bonesetting, cupping therapy and brewing service.

C. Physiotherapy Services

- Any treatment for congenital abnormalities or hereditary conditions.
- Any treatment for neurological conditions.
- Any treatment for work injuries.
- Charges for the procurement or use of special braces, appliances, orthotics, crutches or other equipment.
- Alternative therapy including but not limited to acupuncture and other non-conventional treatment approach.
- Any treatment delivered outside the designated physiotherapy centres including but not limited to hydrotherapy, onsite evaluation, and educational workshops.
- Any treatment modalities not available within the physiotherapy network including but not limited to shock wave therapy and magnetotherapy.

7. Effective Date

- Out-patient Service selected by the Applicant and/or the Family Member shall become effective from the Effective Date Provided That a) the application has been duly approved by QHMS; b) QHMS has issued the confirmation letter pursuant to Clause 2.5; and c) the requisite Fees have been received by QHMS.
- Unless terminated earlier in accordance with Clause 10 or otherwise renewed, the Out-patient Service shall be effective for a period of 12 months from the Effective Date.

8. Renewal

- Out-patient Service may be renewed at the absolute discretion of QHMS. Where QHMS has decided to renew any Out-patient Service provided to a Member, a renewal letter will be sent to such Member's last known correspondence address about 30 days prior to the expiry date of such Out-patient Service.
- The Fees payable upon renewal and the terms of any renewal may not be the same as for the expiring Out-patient Service and will be determined by the QH Group at its absolute discretion. This absolute discretion may be based on criteria such as the utilization rate during the period prior to renewal.
- Where the Out-patient Service is renewed, the Out-patient Service will continue to be effective upon expiry of the initial service effective period on such terms as notified to the Member Provided That the requisite renewal Fees have been received by QHMS on or before the expiry date of the initial service effective period.

9. Change of Scheme/Plan Type

Change of scheme/plan type of the Out-patient Service is not allowed during the initial 12-month service effective period. For change of scheme/plan type upon renewal, the Member should notify QHMS of his request for change 30 days prior to the expiry date of the Out-patient Service and any change if approved will only be effective from the commencement of the renewal period.

10. Termination

- QHMS may terminate the operation of QChoice or the provision and/or availability of any QChoice Service at any time at its absolute discretion upon giving reasonable notice to the Members. In case the operation of QChoice or any QChoice Service is terminated by QHMS, the Member shall be entitled to the return of a proportionate part of the fee paid for the unexpired service effective period.
- QChoice membership and the QChoice Service shall terminate forthwith upon the death of a Member.
- The Member may terminate his QChoice membership or any Out-patient Service at any time by giving written notice to QHMS.
- If any Member breaches or QHMS has reasonable ground to believe that he has breached any of these Terms and Conditions, QHMS may suspend or terminate his QChoice membership and QChoice Service.

- 10.5 為免生疑問，倘若會員的會籍及/或服務在第10.2至10.4條的情況下終止，會員將不獲退還任何已付的門診服務費用。
- 10.6 會員在其Q之選會籍終止後須在卓健醫療要求時即時向卓健醫療歸還其Q之選卡。
11. 預約及核實身份
除非卓健醫療另有列明，否則會員於使用任何門診服務前須先行預約，並須出示其Q之選卡及香港身份證/護照，以便於獲提供門診服務時核實其身份。
12. 不可抗力事件
倘若卓健醫療集團於履行其於本文的義務時有任何延誤或失誤，而該延誤或失誤是由任何不可抗力事件所導致，則其不得被視為違反此等條款及條件或須對會員承擔責任。就本條款而言，「不可抗力事件」在不局限其一般性的原則下，包括在卓健醫療集團合理控制範圍以外的任何事件或情況，當中包括但不限於任何水災、地震、風暴、颱風、疫症或其他天災或災禍、任何戰爭或戰爭威脅、恐怖活動、暴動、侵略、民亂、叛亂或任何貿易禁運、工業行動、罷工或停工。
13. 修訂
13.1 不論有否事先通知會員，卓健醫療有絕對權利不時修改Q之選的整體結構、福利及其他特點（包括此等條款及條件），亦毋須提供任何理由。
- 13.2 卓健醫療將在網站上刊載修改後的條款及條件，一切修訂於刊載後隨即生效。會員有責任瀏覽網站以獲悉此等條款及條件的最新內容，若會員繼續使用Q之選的任何會員福利，其將被視為已閱悉修訂後的條款及條件並受到該修訂所約束。
14. 私隱資料
14.1 於遞交申請表格後，申請人及家庭成員即被視為已閱悉、明白及同意私隱政策聲明。
- 14.2 為成為會員及獲提供任何Q之選服務，申請人/家庭成員需要向卓健醫療及/或合作夥伴提供其個人資料。
- 14.3 申請人必須為其本人的Q之選會籍及任何Q之選服務（如適用）的申請及/或為其家庭成員的任何Q之選服務的申請填妥申請表格或其他指定的申請表上每個必須填寫的空欄。若申請人沒有向卓健醫療或合作夥伴提供該等資料，卓健醫療或合作夥伴將不會處理有關申請。
- 14.4 透過申請表格或其他指定的申請表所收集的個人資料可用於下列任何目的，或申請人/家庭成員不時同意的任何其他目的：
a) 處理申請人/家庭成員就Q之選會籍及/或Q之選服務作出的申請；
b) 核實申請人/家庭成員的身份；
c) Q之選的日常管理、營運及持續經營；
d) 向申請人/家庭成員提供Q之選服務；
e) 不時進行研究及/或分析；
f) 推廣卓健醫療集團的服務及/或產品；
g) 向申請人/家庭成員提供由卓健醫療刊發載有Q之選及其福利詳情的定期通訊；
h) 符合根據任何適用法例作出披露的規定；及
i) 履行任何其他與此有關的目的。
- 14.5 凡為符合上述任何目的，卓健醫療即可向下列任何一方（不論在香港境內或境外）披露所持有關於申請人及/或家庭成員的個人資料：
a) 卓健醫療集團的任何成員公司或任何合作夥伴；
b) 向卓健醫療集團的任何成員公司提供行政管理、電訊、電腦、付款或其他服務的任何代理商、承包商或其他人士；
c) 任何信貸提供者、銀行或金融機構；
d) 任何收賬代理；
e) 對卓健醫療集團的任何成員公司負有保密責任，並已承諾將該等資料保密的任何人士或實體；
f) 根據對卓健醫療集團的任何成員公司具有約束力的任何法例規定，卓健醫療集團的該成員公司有義務對其作出披露的任何人士或實體；及
g) 任何政府及司法部門或監管機構。
- 14.6 家庭成員同意卓健醫療為了申請人的利益而向申請人披露家庭成員的個人資料以Q之選的運作。
- 14.7 申請人及家庭成員有權要求查閱及改正卓健醫療所持有關於他們的個人資料。有關要求可向以下人士提出：
Q之選
經理
卓健醫療服務有限公司
香港九龍觀塘海濱道77號海濱匯第1座6樓
傳真：(852) 2851 2669
電郵：qchoice@qhms.com
- 14.8 按照私隱條例，卓健醫療有權就處理任何查閱資料的要求收取合理費用。
- 14.9 此條款的任何規定均不得限制私隱條例所保障申請人及家庭成員享有的權利。
15. 部分無效
若此等條款及條件中任何條文屬無效或不可執行，概不影響其他條文的有效性及其可執行性。
16. 以英文版本為準
此等條款及條件以英文及中文編寫，若中、英文版本有任何歧異，概以英文版為準。
17. 管限法律
此等條款及條件受香港法例管限，並須按香港法例詮釋。
18. 卓健醫療服務有限公司（“卓健醫療”或“本公司”）將不會處理不完整或不準確的資料及有權拒絕任何申請，而毋須另行通知或給予任何理由。

- 10.5 For the avoidance of doubt, in case of termination pursuant to Clauses 10.2 to 10.4, the Member will not be entitled to refund of any Fees paid.
- 10.6 The Member shall forthwith return his QChoice Card to QHMS upon termination of his QChoice membership at the request of QHMS.
11. Appointment and Verification
Unless otherwise specified by QHMS, the Members shall make appointment in advance before use of any Out-patient Service and must produce their QChoice Card and Hong Kong Identity Card/Passport for verification at the time the Out-patient Service is rendered.
12. Force Majeure
The QH Group shall not be deemed to be in breach of these Terms and Conditions or otherwise liable to the Members as a result of any delay or failure in the performance of its obligations hereunder if and to the extent that such delay or failure is caused by any event of force majeure. For the purposes of this clause, “force majeure” shall without limiting the generality of the term include any event or circumstance which is or are beyond the reasonable control of the QH Group including, without limitation, any flood, earthquake, storm, typhoon, epidemic or other natural disaster or calamity, any war or threat thereof, terrorist action, riot, invasion, civil disorder, insurrection or any trade embargo, industrial action, strike or lockout.
13. Amendments
13.1 QHMS shall have the absolute discretion to modify the structure, benefits and other features of QChoice, including these Terms and Conditions from time to time with or without advance notice to the Members and without assigning any reason.
- 13.2 QHMS will post the revised Terms and Conditions on the Website and any amendments will take effect when posted. It is the responsibility of the Members to keep themselves up-to-date in respect of these Terms and Conditions by accessing the Website and the Members will be deemed to have read the revised Terms and Conditions and be bound by such amendment if they continue to use any membership benefits under QChoice.
14. Data Privacy
14.1 The Applicant and the Family Member shall be deemed to have read, understood and agreed to the Privacy Policy Statement once the Application Form is submitted.
- 14.2 In order to become a Member and be provided with any QChoice Service, it is necessary for the Applicant/the Family Member to provide QHMS and/or the Partner with his personal data.
- 14.3 The Applicant must complete all mandatory fields on the Application Form or any other specific application forms for applying QChoice membership and any QChoice Service (where applicable) for himself and/or applying any QChoice Service on behalf of his Family Member. If the Applicant does not supply such data to QHMS or the Partner, the application will not be processed by QHMS or the Partner.
- 14.4 Personal data collected by means of the Application Form or other specific application forms for applying QChoice Service may be used for any of the following purposes or for any other purpose which the Applicant/the Family Member may from time to time agree:
a) processing the application of the Applicant/the Family Member for QChoice Service;
b) verification of the identity of the Applicant/the Family Member;
c) the daily management, operation and maintenance of QChoice;
d) providing the Applicant/the Family Member with QChoice Service;
e) conducting researches and/or analysis from time to time;
f) marketing of services and/or products of the QH Group;
g) providing the Applicant/the Family Member with regular communications from QHMS with details of QChoice and its benefits;
h) meeting the requirements to make disclosure under any applicable law; and
i) fulfilling any other purposes relating thereto.
- 14.5 Personal data of the Applicant and/or the Family Member held by QHMS may be disclosed to any of the following parties (whether within or outside Hong Kong) where such disclosure is necessary to satisfy any of the above purposes:
a) any member of the QH Group or any Partner;
b) any agent, contractor or other person who provides administrative, telecommunications, computer, payment or other services to any member of the QH Group;
c) any credit providers, banks or financial institutions;
d) any debt collection agencies;
e) any person or entity under a duty of confidentiality to any member of the QH Group and has undertaken to keep such information confidential;
f) any person or entity to whom any member of the QH Group are obliged to make disclosure under the requirements of any law binding on such member of the QH Group; and
g) any government and judicial bodies or regulators.
- 14.6 The Family Member agrees that QHMS may disclose his personal data to the Applicant for the operation of QChoice for the benefit of the Applicant.
- 14.7 The Applicant and the Family Member have the right to request access to and correction of their personal data held by QHMS. Such request should be addressed to:
QChoice
Manager
Quality HealthCare Medical Services Limited
6/F, Tower 1, The Quayside, 77 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong
Facsimile: (852) 2851 2669
E-mail: qchoice@qhms.com
- 14.8 In accordance with the PD(P)O, QHMS are entitled to charge a reasonable fee for processing any data access request.
- 14.9 Nothing in this Clause shall limit the rights of the Applicant and the Family Member under the PD(P)O.
15. Partial Invalidity
The invalidity or unenforceability of any provisions of these Terms and Conditions shall not affect the validity and enforceability of all other provisions.
16. English Version Prevails
These Terms and Conditions shall be prepared in English and Chinese and in case of any discrepancies between the English and Chinese versions, the English version shall prevail.
17. Governing Law
These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.
18. Quality HealthCare Medical Services Limited (“Quality HealthCare” or “Company”) will not process any incomplete or inaccurate information and reserves the right to reject any application for the member and in its sole discretion and without prior notice and without assigning any reason.