

# 防疫保單理賠標準 變變變！

The Instability of the Criterion Settlement  
of Pandemic Insurance Claim

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## 摘 要

甲於2022年2月1日以自身為要保人暨被保險人，向A產物保險公司（下稱A）投保防疫保險，系爭條款約定：「住院：係指被保險人經醫師診斷罹患法定傳染病必須入住醫院，且正式辦理住院手續並確實在醫院接受診療者，但不包含全民健康保險法第五十一條所稱之日間住院及精神衛生法第三十五條所稱之日間留院。」隨後COVID-19疫情爆發，因醫院之醫療量能有限，防疫指揮中心宣布確診者改入住防疫旅館或檢疫所，並提供醫護人員進行照護。嗣後，甲確診並安排入住防疫旅館，經醫護人員照護10日後康復，甲隨後向A請求住院醫療保險金。A則以甲僅入住防疫旅館而非正式辦理住院手續，故主張不符合理賠條件，拒絕給付。試問，A之主張有無理由？

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X insured against epidemic with Y Property Insurance Company (as known as Y in following) with himself as the insured and the insured on February 1, 2022. The related article reads as following: “Hospitalization: The insured person is diagnosed by a physician as having a statutory infectious disease and must be admitted to a hospital, and is formally hospitalized and actually receives treatment at the hospital. The Psychiatric Day Care according to Paragraph 51 of National Health Care Act and Paragraph 35 of Mental Health Care are excluded.” Subsequently has the pandemic of Covid-19 outbroken. Due to the limited capacity of hospitals, Central Epidemic Command Center announced that the confirmed patients are to send to quarantine hotels or quarantine facilities with the care of medical staffs. After X, being sent to a quarantine hotel and cared by the medical staffs, recovered from Covid-19 in 10 days, he claimed for the insurance for the hospitalization. Y refused him the settlement, because he had been sent in the quarantine hotel instead hospitalization and the elements of the settlement are not fulfilled consequently. Ask if there is any reason for X’s claim.

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## 壹、爭點

因防疫政策變更而入住防疫旅館並接受醫護人員治療，是否符合住院醫療保險金之給付條件？

## 貳、案例分析

### 一、住院之定義

隨著COVID-19疫情爆發，防疫政策採取滾動式調整，防

疫保單之承保條款應如何解釋，嚴重衝擊民眾對保險公司之信賴。在清零防疫政策下，COVID-19確診者須入院治療，後因疫情爆發而嚴重影響醫療量能，故防疫政策變更，改採入住防疫旅館並有醫護人員提供照護。後又因COVID-19病毒發生變異，新型變異病毒之傳染性雖快，但致死率變低，防疫政策遂改採與病毒共存，確診者無須入住防疫旅館僅須居家照護即可。基此，對於因防疫政策變更，被保險人如改為入住防疫旅館或採取居家隔離時，住院醫療保險金之給付條件應如何解釋為宜，引起社會大眾的熱切關注。

細查防疫保單條款有關住院之定義，多約定所謂住院乃「被保險人經醫師診斷其法定傳染病必須入住醫院，且正式辦理住院手續並確實在醫院接受診療者。保險公司給付住院日額醫療保險金每日1000元。」換言之，其住院醫療保險金給付要件有：（一）被保險人經醫師診斷罹患法定傳染病必須入住醫院；（二）正式辦理住院手續；（三）確實在醫院接受診療；（四）不包含全民健康保險法第51條所稱之日間住院及精神衛生法第35條所稱之日間留院等要件。

上開定義，看似明確，然有爭議者是，如確診者因受客觀事實所限，如本案中被保險人係配合防疫政策入住防疫旅館並由醫護人員照護者；或改採居家隔離者，此時，被保險人是否仍可請領住院醫療保險金，實有討論之必要。

## 二、因配合防疫政策入住防疫旅館並有醫護人員照護者或改居家隔離者

對因受防疫政策變更，改為入住防疫旅館或居家隔離之確診者，是否符合住院之定義，保險契約條文應如何解釋為宜，應予釐清。