

香港醫務委員會
The Medical Council of Hong Kong

DISCIPLINARY INQUIRY
MEDICAL REGISTRATION ORDINANCE, CAP. 161

Defendant: Dr LAW Yin Hong Louis (羅延康醫生) (Reg. No.: M03463)

Date of hearing: 26 August 2025 (Tuesday)

Present at the hearing

Council Members/Assessors: Prof. FOK Tai-fai, SBS, JP
(Chairperson of the Inquiry Panel)
Prof. CHAN Ka-leung, Francis, SBS, JP
Dr WONG Mo-lin, Maureen
Mr LAM Chi-yau
Mr HUNG Hin-ching, Joseph

Legal Adviser: Mr Stanley NG

Legal Officer representing the Secretary: Mr David YIM, Senior Government Counsel

The Defendant is absent and he is not legally represented.

The Charges

1. The charges against the Defendant, Dr LAW Yin Hong Louis, are:

“That he, being a registered medical practitioner:

- (a) in, or around 17 July 2014, made one Health Care Voucher (“HCV”) claim (e-Voucher reference: TV14717-1206172-5) for providing a total of four in person consultation(s) to [REDACTED] (“the Patient”); and*

- (b) *in, or around 6 July 2015, made one HCV claim (e-Voucher reference: TV15706-1566951-2) for providing a total of three consultations to the Patient.*

In relation to the facts alleged, either singularly or cumulatively, he has been guilty of misconduct in a professional respect.”

Preliminary Issues

2. The Defendant is absent at today’s inquiry and he is not legally represented. We are satisfied upon reading the affirmation of Mr CHOW Chung Fai, Deputy Secretary to the Council, that Notice of Inquiry had been served on the Defendant. We are also satisfied that it is the Defendant’s own choice of not appearing in person or instructing lawyers to attend on his behalf. We do not see any prejudice will be caused to the Defendant if we hear and decide upon the disciplinary charges in his absence. Accordingly, we will proceed with today’s inquiry in the absence of the Defendant.

Facts of the case

3. The name of the Defendant has been included in the General Register from 17 February 1979 to the present. His name has never been included in the Specialist Register.
4. The Government’s Health Care Voucher Scheme (“HCVS”) provides health care vouchers (“HCV”) annually to eligible elderly persons to subsidize their use of primary care services in the private sector. Health care professionals who are registered in Hong Kong, including medical practitioners, are eligible to enroll in the HCVS as service providers. The Defendant was an enrolled health care provider (“EHCP”) under the HCVS.
5. The Patient was a HCV user and a patient of the Defendant. On 2 April 2018, the Defendant’s daughter lodged a complaint against the Defendant.

Burden and Standard of Proof

6. We bear in mind that the burden of proof is always on the Secretary and the Defendant does not have to prove his innocence. We also bear in mind that the standard of proof for disciplinary proceedings is the preponderance of

probability. However, the more serious the act or omission alleged, the more inherently improbable must it be regarded. Therefore, the more inherently improbable it is regarded, the more compelling the evidence is required to prove it on the balance of probabilities.

7. There is no doubt that the allegations against the Defendant here are serious ones. Indeed, it is always a serious matter to accuse a registered medical practitioner of misconduct in a professional respect. Therefore, we need to look at all the evidence and to consider and determine each of the disciplinary charges against him separately and carefully.

Findings of the Inquiry Panel

8. The two voucher claims concerning the present inquiry and made by the Defendant for the Patient are as follows:
 - (i) a claim of \$1,000 made on or around 17 July 2014 (e-Voucher reference: TV14717-1206172-5) for providing a total of four consultations to the Patient (“the 1st Voucher Claim”); and
 - (ii) a claim of \$1,000 made on or around 6 July 2015 (e-Voucher reference: TV15706-1566951-2) for providing a total of three consultations to the Patient (“the 2nd Voucher Claim”).
9. In respect of the 1st Voucher Claim, the Defendant saw the Patient on 17 July 2014, but the Defendant charged the Patient for not only the consultation on 17 July 2014, but also for three additional future consultations before services were provided.
10. In respect of the 2nd Voucher Claim, the Defendant saw the Patient on 6 July 2015, but the Defendant charged the Patient for not only the consultation on 6 July 2015, but also for two additional future consultations before services were provided.
11. At all material times, the Defendant as EHCP should comply with Definitions, and Terms and Conditions of Agreement (July 2014 version) of the Department of Health (“DH”) (“Agreement”).
12. Under the Definitions of the Agreement, the term “*EHCP Fees*” means “*the*

fees charged by the EHCP or his Associated Organization for the health care services provided by the EHCP to a Voucher Recipient". [emphasis in underline]

13. Clause 22 of the Agreement reads "*If a Voucher Recipient notifies the EHCP that he will use Voucher to settle the EHCP Fees after provision of health care service by the EHCP to the Voucher Recipient, the EHCP shall obtain from the Voucher Recipient a completed and signed Consent of Voucher Recipient.*" [emphasis in underline]
14. Clause 23(a) of the Agreement reads "*a Voucher Recipient has received health care services provided by the EHCP and signed a Consent of Voucher Recipient by which he authorizes the EHCP to use Voucher to settle the EHCP Fees*". [emphasis in underline]
15. Clause 24 of the Agreement reads "*The EHCP shall ensure that the total value of the Voucher used by a Voucher Recipient to settle the EHCP Fees does not exceed the amount of the EHCP Fees.*"
16. According to an email from the DH to the Council dated 15 August 2025, DH was of the view that the Defendant had used vouchers (i.e. the 1st and 2nd Vouchers Claims) to settle for services not yet provided to the Voucher Recipient (i.e. the Patient), and the total value of the Voucher used was higher than the EHCP Fees at the material times, therefore violated Clauses 22 and 24 of the Agreement.
17. Further, according to DH's Guide for Healthcare Service Provider (January 2012), bullet 3 of section 2.3.2 stipulates that vouchers cannot be used for services to be provided in future. This requirement is also set out in the Proper Practices issued by DH in April 2014.
18. In the present case, the Defendant had not even seen the Patient, and he would not know what illness in the future the Patient would have. Charging patients for unknown future services to be provided is clearly inappropriate. In our view, the Defendant had by his conduct fallen below the standards expected of registered medical practitioners in Hong Kong. We therefore find the Defendant guilty of misconduct in a professional respect under charges (a) and (b).

Sentencing

19. The Defendant has a clear disciplinary record.
20. We bear in mind that the primary purpose of a disciplinary order is not to punish the Defendant but to protect the public from persons who are unfit to practise medicine and to maintain public confidence in the medical profession by upholding its high standards and good reputation.
21. The offences committed by the Defendant are serious although there was no fraud involved.
22. From the documents submitted by the Defendant, we do not see that he was remorseful.
23. Taking into consideration the nature and gravity of the case and what we have read from the Defendant's documents, we order that the name of the Defendant be removed from the General Register for a period of one month. We further order that the removal order be suspended for a period of 18 months.

Prof. FOK Tai-fai, SBS, JP
Chairperson of the Inquiry Panel
The Medical Council of Hong Kong