

BOWTIE & CUHK MEDICAL CENTRE LIMITED (CUHKMC) WELLNESS PACKAGE

Reading this because you want to make a claim? Contact us anytime at cs@bowtie.com.hk.

If you need help with anything else, get in touch by calling us at 3008-8123 or through our live chat on our website www.bowtie.com.hk.

Proudly Made in Hong Kong



Welcome to Bowtie.

We're glad to have you trust us.

This is your policy agreement. For this insurance to work, there needs to be a legal agreement between you and Bowtie. This protects you and us.

At Bowtie, we believe insurance should be transparent and friendly. We want to make sure you know what you're getting, so we've tried to make this as easy-to-understand as possible. Here's an outline of the rest of this agreement:

Chapter 1 What this Rider is	(a) Part 1: Summary — key facts and figures about this Rider	
Sets out what your insurance benefits are, and how to claim them.	 (b) What are your benefits (i) Part 2: What is covered — what benefits you have, and when they are payable (ii) Part 3: What is not covered — situations where benefits are not provided 	
	(c) Part 4: How to claim — what you need to know if you need to make a claim	
Chapter 2 What makes this a valid and legal agreement between you and Bowtie	 (a) What are your responsibilities and rights (i) Part 5: What you need to do to keep this agreement valid (ii) Part 6: What changes you can make to this Rider 	
Sets out your responsibilities and rights under this Rider, other parts to this legal agreement, and what certain	(b) Part 7: What else makes this a valid legal agreement — other legal terms and conditions completing this agreement	
words mean.	(c) Part 8: What terms mean — explains the meaning of certain capitalized words used in this agreement	



It is very important that you check the following document(s) on our electronic platform which, taken together with this document, form your Rider:

- 1. **Rider Policy Schedule** This customizes this agreement to you. It contains the information you provided us with, which we used to determine your policy.
- 2. **Terms and Conditions of the BowtiePoint Program** This sets out, among others, the detailed terms and conditions of the usage of BowtiePoint relating to this Rider.

Other documents important to your agreement are:

- 1. **Our <u>terms of service</u>** This sets out your contract with us in using our electronic platform and other services.
- 2. Our privacy policy This sets out how we use and protect your data.

Bowtie would strongly encourage you to read the relevant documents carefully at the start of your coverage. You can conveniently access these anytime from our electronic platform. Please make sure you are familiar with the scope of coverage to ensure you have the cover that you wanted. If you have any questions about these documents, please do not hesitate to get in touch with us at hello@bowtie.com.hk, or any of other customer service channels we offer.

Bowtie strives to be environmentally friendly and endeavours to be paperless, so we use electronic communications as much as possible. It is essential that you keep us up-to-date with your contact information, including your email address and mobile phone number, so that we can reach and update you when it's important to do so.



What this Rider contains

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Chapter 1: What this Rider is



Part 1: Summary

This part summarizes the nature and key features of your insurance. Your coverage is subject to other important Rider Terms and Conditions set out in the rest of this document.

1.1. Your cover in brief

1.1.1. What is this Rider

This Rider is attached to and forms part of the Basic Policy. "Basic Policy" means the insurance policy which we have previously issued to you or which we issue to you at the same time as we issue this Rider, and to which this Rider is attached. Unless otherwise provided in this Rider or changed by this Rider, the terms and conditions of the Basic Policy apply to this Rider.

1.1.2. Who is covered

This Rider covers the Insured Person named in the **Rider Policy Schedule** while the Insured Person resides in Hong Kong. It is important that you keep the information you have with us up-to-date, especially if the Insured Person has important life events such as relocating outside of Hong Kong.

As long as you pay your premiums on time and abide by the Rider Terms and Conditions, you will receive the insurance outlined in this agreement. The policy is effective from the Rider Effective Date until the moment you or we cancel it (see Sections 6.4, 6.5 and 7.7 respectively) or it is terminated (see Section 7.6).

1.1.3. What is covered

In the event that the Insured Person uses a Medical Package provided by a Designated Healthcare Service Provider while the Rider is in force, we cover you for the full expenses for the Medical Package.

In addition, every Rider Policy Year, we provide the Insured Person with a complimentary health check-up provided by a Designated Healthcare Service Provider and the amount of BowtiePoint as set out in the Rider Benefit Summary for wellness services redemption.

These are explained in more detail in Part 2. It is also important that you understand the conditions under which the Insured Person may not be covered, and this is explained in Part 3.



1.2. Benefit Summary

Benefits and Healthcare Services Providers	Coverage; Benefit Limit and Claim Methods
Medical Benefit	Coverage: Medical Services – We will reimburse actual expenses charged by Designated Healthcare Service Providers in respect of Medical Package for providing Medically Necessary inpatient treatments and day case procedures.
	Benefit Limit – up to balance of Annual Benefit Limit of Basic Policy in the Basic Policy Year when the Eligible Expenses are incurred.
	Claim Method: Reimbursement – If you or the Insured Person have/has reimbursed all or part of the expenses from other sources, we will only be liable for an amount in excess of the amount recovered from such other sources.
Health Screening Benefit	Complimentary Health Check-up – once per Rider Policy Year provided by the Designated Healthcare Service Providers. Please refer to the customer portal for details of the health check-up plan.
Wellness Services Benefit	BowtiePoint – 1,500 BowtiePoints per Rider Policy Year for redemption of designated optional health check items to be provided to the Insured Person by Designated Healthcare Service Providers pursuant to the Terms and Conditions of the BowtiePoint Program at the same time when the Insured uses the Health Screening Benefit.
Designated Healthcare Services Providers	CUHK Medical Centre Limited (CUHKMC)



Part 2: What is covered

This part sets out your benefits under this Rider. The next part, Part 3, tells you when you are not covered.

2.1. What is your Medical Benefit

- **2.1.1.** This benefit shall be payable for the Eligible Expenses charged by the Designated Healthcare Service Providers, where the conditions set out in (a), (b), and (c) below are met:
 - (a) The Insured Person uses a Medical Package provided by a Designated Healthcare Service Provider.
 - (b) The Eligible Expenses are:
 - (i) incurred while this Rider is in force;
 - (ii) for Medical Services provided to the Insured Person and no one else;
 - (iii) Reasonable and Customary; and
 - (iv) covered by the Medical Package used by the Insured Person.
 - (c) The amount of Eligible Expenses payable does not exceed:
 - (i) the actual prices of the Medical Package; and
 - (ii) the limit as stated in the Rider Benefit Summary.

2.2. What is your Health Screening Benefit

2.2.1. We shall fully cover the charges for the designated health check-up performed by the Designated Healthcare Service Providers to the Insured Person, subject to the benefit limit set out in the Rider Benefit Summary.

2.3. What is your Wellness Services Benefit

2.3.1. We shall grant the amount of BowtiePoint as set out in the Rider Benefit Summary to the Insured Person each Rider Policy Year for his use pursuant to the Terms and Conditions of the BowtiePoint Program.



Part 3: What is not covered

3.1. What is excluded

3.1.1. No benefit will be payable under this Rider for expenses caused directly or indirectly, wholly or partly by any of the following events and/or in the following circumstances:

(a) Waiting period:

- (i) unless the Basic Policy and this Rider are issued on the same date, the Insured Person uses a Medical Package and the cause(s) and/or condition(s) of which are manifested within one hundred and eighty (180) days following the Rider Effective Date;
- (ii) the Insured Person uses a Health Screening Benefit or Wellness Services Benefit within ninety (90) days following the Rider Effective Date;
- **(b) Exclusions under the Basic Policy:** any of the exclusions under the Basic Policy apply, including any case-based exclusion applied by us at the inception of the Basic Policy.
- **3.1.2.** If we allege that, by reason of this Section, any expenses is not covered by this Rider, then the burden of proving the contrary shall be upon you.



Part 4: How to claim

This part sets out what is required of you for making a claim under the Rider.

4.1. Notice of claim

- **4.1.1.** All claim must be submitted to us within ninety (90) days after the covered event happens.
- **4.1.2.** The claim will not be invalidated solely by reason of failure to give notice as required by Sections 4.1.1 above if it is shown that:
 - (a) it was not reasonably possible to give such notice; and
 - (b) notice of claim was given to us as soon as reasonably possible.

4.2. Filing proof of claim

- **4.2.1.** Your notice of claim must be accompanied by supporting documents, forms and information that we require, at your expense, within ninety (90) days after the covered event, unless we specify otherwise.
- **4.2.2.** We may require any additional proof in support of the claim, including but not limited to originals of any documents.
- 4.2.3. If you submit a claim which is in any respect fraudulent, unfounded, incorrect, incomplete or misleading, or if you withhold any information or conspire with any third party to obtain a benefit from this Rider, we may immediately declare this Rider void from the Rider Effective Date. If this happens, our liability under this Rider will be limited to returning the premiums paid without interest and we may recover any benefit previously paid to you. Alternatively, we may recover from you any benefit we previously paid to you in relation to any claim which is not eligible.

4.3. Medical examination

4.3.1. We may require any additional proof and request medical examination of the Insured Person at your cost.

4.4. Other insurance

4.4.1. If you and/or the Insured Person is insured by one or more insurance policies other than this Rider, you may claim under any such other insurance policies or this Rider. If, however, you or the Insured Person have already recovered all or part of the expenses from any such other insurance policies, we will only be liable for such amount of a claim and/or benefits, if any, which is not paid under any such other insurance policies.



Chapter 2: What makes this a valid and legal agreement between you and Bowtie



Part 5: What you need to do to keep this agreement valid

This part sets out the responsibilities you have as the owner of this Rider, including what you must do if there are changes in the Insured Person's residency, and what happens if you do not do what is required.

5.1. What information we rely on from you

- **5.1.1.** We rely on the information you provided in the Rider Application in deciding whether or not to accept the Rider Application. We will treat all statements made in the Rider Application as representations and not warranties.
- **5.1.2.** If the Rider Application omits facts or contains materially incorrect or incomplete facts, we may declare this Rider void from the Rider Effective Date. If this happens, our liability under this Rider will be limited to returning the amount of premiums paid without interest. We may recover any benefit previously paid.
- **5.1.3.** We may require proof of the Insured Person's Age to our satisfaction at your cost at the time of processing the Rider Application and any claim or payment of benefit under this Rider.

5.2. Premium payment, default and grace period

- **5.2.1.** All premiums are payable to us on or before their due dates.
- **5.2.2.** After payment of the first premium, failure to pay a subsequent premium on or before its due date constitutes a default in premium payment.
- **5.2.3.** We allow a grace period of thirty-one (31) days after the premium due date for payment of each premium. This Rider will continue to be in effect during the grace period, but no benefits shall be payable unless the outstanding premium is paid. If the premium is not yet fully paid at the expiration of the grace period, this Rider shall be deemed to be terminated immediately on the date on which the unpaid premium is first due.

5.3. Change in Place of Residence

- 5.3.1 You must inform us of any change of Place of Residence (i.e. the jurisdiction(s) in which a person legally has the right of abode) of the Insured Person by giving us at least thirty (30) days' notice prior to the date of the next Rider Renewal.
- **5.3.2** Upon our receipt of the notification given pursuant to Section 5.3.1, we will endorse the change of Place of Residence of the Insured Person in writing, subject to:
 - (a) Section 5.3.3; and
 - (b) the application of any new Premium Loading to your policy upon Rider Renewal to reflect any change in risks associated with the change of Place of Residence of the Insured Person.



- **5.3.3** If the new Place of Residence of the Insured Person is subject to Sanctions or war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection, or military or usurped power, we will consider the notification given pursuant to Section 5.3.1 on a case-by-case basis, and may, at our absolute discretion:
 - (a) endorse the change of Place of Residence of the Insured Person, subject to the application of any new Premium Loading upon Rider Renewal to reflect any change in risks associated with the change of Place of Residence of the Insured Person; or
 - (b) decide not to Renew this Rider and refund any premium(s) paid for the period in which no cover will be in place without interest.
- **5.3.4** Unless otherwise specified, this Rider contains no restrictions with respect to where the Insured Person travels to, studies in or works at.



Part 6: What changes you can make to this Rider

This part sets out what you can change as the owner of this Rider, including changing owners and Beneficiaries.

6.1. Who is the owner of this Rider

6.1.1. You are the only person entitled to exercise any right or privilege provided under this Rider.

6.2. How to change ownership of this Rider

6.2.1. You can only transfer the ownership of this Rider together with the ownership of the Basic Policy pursuant to the terms and conditions of the Basic Policy.

6.3. Whom we make payment of benefits to

6.3.1. During the lifetime of the Insured Person, all benefits payable under this Rider will be paid to you if you are alive, or otherwise to your estate.

6.4. What are your cancellation rights within the cooling-off period

- **6.4.1.** Within the Rider Cooling-off Period, you may cancel this Rider and receive a full refund of premium(s) paid so long as:
 - (a) within the Rider Cooling-off Period, we receive a notice from you requesting that we cancel the Rider; and
 - (b) no benefit payment has been made, is to be made, or is pending during the Rider Cooling-off Period.
- **6.4.2.** Your right to cancel under Section 6.4.1 above does not apply at Rider Renewal.
- **6.4.3.** If you cancel the Rider in accordance with Section 6.4.1 above:
 - (a) we will consider the Rider void from the Rider Effective Date:
 - (b) the premium(s) paid will be fully refunded to you without interest; and
 - (c) we will not be liable to make any payment under the Rider Terms and Conditions.

6.5. What are your cancellation rights after the cooling-off period

- **6.5.1.** After the expiry of the Rider Cooling-off Period, you may cancel the Rider anytime by giving us at least thirty (30) working days' notice.
- **6.5.2.** If you give us notice under Section 6.5.1 above, we will consider the Rider void from the Rider Monthiversary after the month in which the notice period noted above expires, and your Rider will remain effective before the noted Rider Monthiversary.

6.6. What is your renewal right

- **6.6.1.** This Rider may be renewed, without issuance of a new policy contract, on each Rider Anniversary while the Basic Policy is in force, by payment of the relevant premium in advance based on the premium rate in force at the time of Rider Renewal if:
 - (a) you have complied with all of the Rider Terms and Conditions; and



- (b) you accept the changes in the Rider Terms and Conditions for Rider Renewal that we offer (if any) having regard to the prevailing terms and conditions that we apply to the entirety of all of our customers covered under a plan that is the same or substantially similar to this Rider.
- **6.6.2.** We reserve the rights not to renew your policy and to revise the premium payable under this Rider and the Rider Terms and Conditions on the date of such Rider Renewal.



Part 7: What else makes this a valid legal agreement

This part sets out other important information needed to form a valid and legal agreement between you and Bowtie.

7.1. Enforceable agreement

7.1.1. This Rider is an insurance policy and is a legally enforceable agreement between you as the Policy Holder and us as the insurer. This Rider comes into force on the Rider Effective Date provided you have paid the full amount of the first premium or we have notified you that we have waived your first premium.

7.2. Compliance with conditions

7.2.1. It is a condition precedent to any of our liability to make any payment under this Rider that you (or anyone acting on your behalf) and/or the Insured Person duly observe and fulfil all the Rider Terms and Conditions insofar as they relate to anything to be done or complied with by you and/or the Insured Person.

7.3. Interpretation

- **7.3.1.** In this Rider, where the context requires, words referring to the masculine gender shall include the feminine gender, and words referring to the singular case shall include the plural and vice-versa.
- **7.3.2.** Unless otherwise stated, headings and heading descriptions in this Rider are for convenience only and shall not affect its interpretation.
- **7.3.3.** A time of day is a reference to the time in Hong Kong. A day or days in this Rider is a reference to a calendar day or calendar days, unless otherwise specified.
- **7.3.4.** Unless otherwise defined, capitalised terms and certain lower-case terms used in this Rider shall have the meanings ascribed to them in Part 8 of the Rider.
- **7.3.5.** If there is any inconsistency between the English and Chinese versions of the Rider Terms and Conditions, the English version shall prevail.

7.4. Modification

- **7.4.1.** We reserve the right to revise the Rider Terms and Conditions upon Rider Renewal by giving at least thirty (30) days' advance notice to you.
- **7.4.2.** No variation to this Rider (or any waiver of any term or condition of this Rider) will be binding unless evidenced by an endorsement signed (including signing by way of electronic signature) by our duly authorized officer.

7.5. Currency

7.5.1. Any amount payable under this Rider will be made in HKD.



7.6. Termination

- **7.6.1.** This Rider shall be automatically terminated at the earliest occurrence of the following:
 - (a) the death of the Insured Person;
 - (b) the date on which this Rider is cancelled or terminated;
 - (c) the date on which the Basic Policy is cancelled or terminated.
- **7.6.2.** Termination of this Rider shall be without prejudice to any claim arising prior to such termination unless otherwise stated. The payment or acceptance of any premium hereunder subsequent to termination of this Rider shall not create any liability upon us but we will refund any such premium without interest.

7.7. Cancellation

7.7.1. We reserve the absolute right to cancel this Rider anytime by giving you at least thirty (30) days prior notice. The unearned portion of the premium at the date of cancellation shall be refunded without interest.

7.8. Notices to us

7.8.1. All notices that we require you to give shall be sent to us by electronic or written means.

7.9. Notices from us

7.9.1. Any notice to be given by us under this Rider shall be sent by electronic means to the latest contact you have notified us of. Any notice so served shall be deemed to have been duly received by you on the date and time transmitted.

7.10.Waiver

- **7.10.1.** No waiver by you or by us (each a "party") of any breach by the other party of any provision of this Rider will be construed to be a waiver of any subsequent breach of that or any other provision of this Rider, and any delay or forbearance by any party in exercising any of its rights under this Rider shall not be construed as a waiver of such rights.
- **7.10.2.** Only those waivers expressly agreed by you and us in writing will be effective, and the rights and obligations of the parties under this Rider will remain in full force and effect except and only to the extent that they are expressly waived in writing.

7.11.No third-party rights

7.11.1. Any person or entity who is not a party to this Rider (including, but not limited to, the Insured Person and the Rider Beneficiary) shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any of the Rider Terms and Conditions.

7.12. Subrogation

7.12.1. We will have the right to proceed, in your name or in the name of the Insured Person, against any third party who may be responsible for circumstances giving rise to a claim under this Rider after we have made a payment under this Rider. The exercise of this right will be at our own expense.



- **7.12.2.** You will provide us with all necessary information and assistance relating to the fault of any such third party and any action we take.
- **7.12.3.** We will be entitled to keep the amount recovered from any such third party to the extent of the amount of benefits we have paid under this Rider.

7.13.Legal action

- **7.13.1.** No legal action shall be brought by you to recover any claim amount payable under the Rider Terms and Conditions within the first sixty (60) days from the date we receive all proof of claims required by the Rider Terms and Conditions.
- **7.13.2.** Subject to applicable law, any action at law or in equity to recover under this Rider shall only be brought within two (2) years from the date of our final decision in respect of any claim herein.

7.14. Governing law and arbitration

- **7.14.1.** This Rider is governed by, and shall be construed in accordance with, the laws of Hong Kong.
- 7.14.2. We hope to avoid disagreement with you, and prefer to work with you to settle any disagreements. Any dispute, difference or claim relating to this Rider, including the existence, validity, interpretation, breach or any other dispute regarding non-contractual obligations arising from or relating to this Rider, that cannot be so settled shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong and proceedings shall be conducted in English.
- **7.14.3.** If you would like to make a complaint, please contact us anytime at cs@bowtie.com.hk.

7.15.Compliance with law

- **7.15.1.** We may declare this Rider void, if it is or becomes illegal under the law applicable to you and/or the Insured Person, from the date it becomes illegal.
- **7.15.2.** If we declare the Rider void under Section 7.15.1 above, we will refund the premium we received for the period during which the Rider is void without interest.
- **7.15.3.** In the event any part of this Rider is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- **7.15.4.** If we would be exposed to any Sanctions by providing any benefit to you, then we will not provide cover and we are not liable to pay any claim or provide any benefit under this Rider.



Part 8: What terms mean

Under the Rider Terms and Conditions, words and expressions used shall have the following meanings -

"Accident" shall mean a sudden and unforeseen event of violent, accidental,

external and visible nature which occurs entirely beyond the control of

the Insured Person while this Rider is in force.

"Age" shall mean the attained age.

"Annual Benefit Limit"

shall have the meaning ascribed to it in the terms and conditions of the Basic Policy.

"Basic Policy" shall mean the Bowtie insurance policy specified in the Rider

> Application, which is the insurance policy which we have previously issued to you or which we issue to you at the same time as we issue

this Rider, and to which this Rider is attached.

shall mean the Policy Year (as defined in the terms and conditions of "Basic Policy Year"

the Basic Policy) of the Basic Policy.

"BowtiePoint" shall have the meaning ascribed to it in the Terms and Conditions of

the BowtiePoint Program.

"Confinement" or "Confined"

shall mean:

(a) an admission of the Insured Person to a Hospital that is recommended by a Registered Medical Practitioner for Medical Services as a result of a Medically Necessary condition for a

period of no less than six (6) consecutive hours; or

an admission of the Insured Person to a Hospital for Emergency (b) Treatment for the performance of surgical procedures or other Medical Services (no minimum duration is required in this

case),

where the Insured Person stay in the Hospital continuously for the entire period of admission and as evidenced by a daily room charge invoice issued by the Hospital.

"CUHK Medical Centre Limited (CUHKMC)"

shall mean CUHK Medical Centre (hospital) located at 9 Chak Cheung

Street, Shatin, New Territories, Hong Kong.



"Designated Providers"

shall mean CUHK Medical Centre Limited (CUHKMC). CUHK Medical Centre Healthcare Service Limited (CUHKMC) is a "Designated Healthcare Service Provider".

"Disability"

shall mean a Sickness or Disease or Injury, including any and all complications arising therefrom.

"Eligible Expenses"

shall mean expenses incurred for Medical Services rendered with respect to a Disability.

"Emergency"

shall mean an event or situation that Medical Service is needed immediately in order to prevent death, permanent impairment or other serious consequences of the Insured Person's health.

"Emergency Treatment"

shall mean Medical Services required in an Emergency, the performance of which is within a reasonable period of time from the Emergency.

"Hong Kong"

shall mean the Hong Kong Special Administrative Region of the People's Republic of China.

"Hospital"

shall mean an establishment duly constituted and registered as a hospital under the laws of the relevant territory in which it is established, which is for providing Medical Service for sick and injured persons as Inpatients, and which -

- (a) has facilities for diagnosis and major operations, or is a public hospital as defined in the Hospital Authority Ordinance (Cap. 113 of the Laws of Hong Kong) or a hospital for which a licence is issued under the Private Healthcare Facilities Ordinance (Cap. 633 of the Laws of Hong Kong);
- (b) provides twenty-four (24) hours nursing services by licensed or registered nurses;
- (c) has one (1) or more Registered Medical Practitioners; and
- (d) is not primarily a clinic, a place for alcoholics or drug addicts, a nature care clinic, a health hydro, a nursing, rest or convalescent home, a hospice or palliative care centre, a rehabilitation centre, an elderly home or similar establishment.

"Injury"

shall mean any bodily damage (with or without a visible wound) solely caused by an Accident independent of any other causes.

"Insured Person"

shall mean the person whose risks are covered by the Basic Policy and this Rider, and named as the "Insured Person" in the Rider Policy Schedule.

"Medical Package"

shall mean any of the sets of combination of healthcare services at fixed price provided by the Designated Healthcare Service Providers, each of which is referred to as a "CUMC Medical Package (CMP)" at CUHK Medical Centre, and the particulars of which may be revised by



the Designated Healthcare Service Providers from time to time without prior notice to you.

"Medical Services"

shall mean Medically Necessary services, including, as the context requires, Confinement, treatments, procedures, tests, examinations or other related services for the investigation or treatment of a Disability.

"Medically Necessary" shall mean the need to have medical service for the purpose of investigating or treating the relevant Disability in accordance with the generally accepted standards of medical practice and such medical service must –

- (a) require the expertise of, or be referred by, a Registered Medical Practitioner;
- (b) be consistent with the diagnosis and necessary for the investigation and treatment of the Disability;
- (c) be rendered in accordance with standards of good and prudent medical practice, and not be rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner;
- (d) be rendered in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice for the medical services; and
- (e) be furnished at the most appropriate level which, in the prudent professional judgment of the attending Registered Medical Practitioner, can be safely and effectively provided to the Insured Person.

For the purpose of this Rider, without prejudice to the generality of the foregoing, circumstances where a Confinement is considered Medically Necessary include, but not limited to –

- (i) the Insured Person is having an Emergency that requires urgent treatment in Hospital;
- (ii) surgical procedures are performed under general anaesthesia;
- (iii) equipment for surgical procedure is available in Hospital and procedure cannot be done on a Day Patient basis;
- (iv) there is significantly severe co-morbidity of the Insured Person;
- (v) taking into account the individual circumstances of the Insured Person, the attending Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, the medical service should be conducted in Hospital;



- (vi) in the prudent professional judgment of the attending Registered Medical Practitioner, the length of Confinement of the Insured Person is appropriate for the medical service concerned; and/or
- (vii) in the case of diagnostic procedures or allied health services prescribed by a Registered Medical Practitioner, such Registered Medical Practitioner has exercised his prudent professional judgment and is of the view that for the safety of the Insured Person, such procedures or services should be conducted in Hospital.

For the purpose of exercising his prudent professional judgment in (v) to (vii) above, the attending Registered Medical Practitioner shall have regard to whether the Confinement –

- (aa) is in accordance with standards of good and prudent medical practice in the locality for the medical service rendered, and, in the prudent professional judgment of the attending Registered Medical Practitioner, not rendered primarily for the convenience or the comfort of the Insured Person, his family, caretaker or the attending Registered Medical Practitioner; and
- (bb) is in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice in the locality for the medical service rendered.

"Place of Residence"

shall mean the jurisdiction(s) in which a person legally has the right of abode. A change in the Place of Residence shall mean the situation where a person has been granted the right of abode of additional jurisdiction(s), or has ceased to have the right of abode of existing jurisdiction(s). For the avoidance of doubt, a jurisdiction in which a person legally has the right or permission of access only but without the right of abode, such as for the purpose of study, work or vacation, shall not be treated as a Place of Residence.

"Portfolio"

shall mean all policies of same terms and conditions.

"Reasonable and Customary"

shall mean, in relation to charges for Medical Services, such level which does not exceed the general range of charges being charged by the relevant service providers in the locality where the charge is incurred for similar treatment, services or supplies to individuals with similar conditions such as of the same sex and similar Age, for a similar Disability, as reasonably determined by us in utmost good faith.

"Rider"

shall mean the insurance policy set out in the Rider Terms and Conditions underwritten and issued by us, which is the agreement between you and us.

"Rider Anniversary"

shall mean the same day and month as the Rider Effective Date in each succeeding year after the Rider Effective Date while this Rider remains in force. If the Rider Effective Date is 29 February of a leap year, then



the Rider Anniversary will be 28 February in succeeding non-leap years.

"Rider Application"

shall mean the application submitted to us in respect of this Rider. This includes the application form, questionnaires, any documents or information submitted, and any statements and declarations made in relation to the application. This also includes any updates and changes to such information.

"Rider Benefit Summary"

shall mean the summary of benefits contained in Section 1.2 above which sets out, among others, the benefit items and maximum benefits covered under this Rider.

"Rider Cooling-off Period" shall mean a period of twenty-one (21) days after the Rider Issuance Date.

"Rider Effective Date"

shall mean the date when the Rider Terms and Conditions first become effective as specified in the **Rider Policy Schedule**.

"Rider Issuance Date"

shall mean the date of first issuance of this Rider as specified in the Rider Policy Schedule.

"Rider Monthiversary" shall mean the same day as the Rider Effective Date in each succeeding month after the Rider Effective Date while this Rider remains in force. If the day does not exist in the respective month, this shall refer to the last day of that month.

"Rider Policy Schedule"

shall mean the document entitled "Rider Policy Schedule" which contains, among others, the information you provided to us.

"Rider Policy Year"

shall mean the period of time the Rider Terms and Conditions are in force. The first Rider Policy Year shall be the period from the Rider Effective Date to the day immediately preceding the first Rider Renewal Date as specified in the **Rider Policy Schedule** (both days inclusive) within one (1) year period; and each subsequent Rider Policy Year shall be the one (1) year period from each Rider Renewal Date.

"Rider Renewal"

shall mean the renewal of this Rider without any discontinuance.

"Rider Renewal Date"

shall mean the effective date of Rider Renewal. The first Rider Renewal Date shall be the date as specified in the **Rider Policy Schedule** (which shall not be later than the first anniversary of the Rider Effective Date) and the subsequent Rider Renewal Date(s) shall be the anniversary(ies) of the first Rider Renewal Date.

"Rider Standard Premium"

shall mean the basic premium for the coverage under this Rider, as charged by us to you on an overall Portfolio basis, which may be adjusted in accordance with the Age, sex and/or lifestyle factors of the Insured Persons subscribed for the Rider on an overall portfolio basis.



"Rider Terms and Conditions"

shall mean Part 1 to Part 8 of this document and shall include **Rider Policy Schedule, Terms and Conditions of BowtiePoint** and any Supplement(s).

"Sanctions"

shall mean any United Nations resolutions, or the trade and/or economic sanctions, laws and/or regulations of Hong Kong, Canada, the European Union, the United Kingdom, the United States of America or other applicable jurisdictions.

"Sickness" or "Disease" shall mean a physical, mental or medical condition arising from a pathological deviation from the normal healthy state, including but not limited to the circumstances where signs and symptoms occur to the Insured Person and whether or not any diagnosis is confirmed.

"Supplement(s)"

shall mean any document which may add, delete, amend or replace the Rider Terms and Conditions and shall include but is not limited to endorsement, rider, annex, schedule or table attached to and issued with this Rider (if any). It shall not include the Basic Policy.

"Terms and Conditions of the BowtiePoint Program" shall mean the latest version of the document entitled "Terms and Conditions of the BowtiePoint Program" available at our designated portal, the contents of which we may revise from time to time.

"we", "us", "our" or shall mean Bowtie Life Insurance Company Limited. "Bowtie"

"you", "your" or "Policy Holder"

shall mean the person who is the legal holder of the Basic Policy and this Rider and is named as the "Policy Holder" set out in the **Rider Policy Schedule** or the transferee in the event there is an effective change of ownership in accordance with Section 6.2 above.