



Bowtie Corp Medical Insurance Plan

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 your Plan is Sets out what your insurance benefits are, and how to claim them.	(a) Part 1 : Summary — key facts about your Plan
	(b) What are your benefits <ul style="list-style-type: none">(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 want to make a claim
Chapter 2 What makes this a valid and legal agreement between you and Bowtie Sets out your responsibilities and rights under this Plan, other parts to a legal agreement, and what certain words mean.	(a) What are your responsibilities and rights <ul style="list-style-type: none">(i) Part 5 : What you need to do to keep this agreement valid(ii) Part 6 : What changes you can make to this Plan
	(b) Part 7 : What else makes this a valid legal agreement — the other legal terms and conditions completing this agreement
	(c) Part 8 : What terms mean — explains the meaning of certain words used in this agreement

It is very important that you check the following documents on our electronic platform which, taken together with this document, form your Plan:

1. **Policy Schedule** - This customizes this agreement to you. It contains the information you provided us with, which we used to determine your policy.
2. **Insured List** – This specifies who are covered under this Plan and their respective benefit entitlement.

Other documents important to your agreement are:

1. **Our [terms of service](#)** - 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 cs@bowtie.com.hk, or any of the 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 we can reach and update you when it's important to do so.

What your Plan contains

Part 1 : Summary	7
1.1 Your cover in brief	7
1.2 Benefit Summary	9
Part 2 : What is covered	16
2.1 When are you covered	16
2.2 What is your life insurance benefit	18
2.3 What are your Inpatient and Day Case Procedure benefits	18
2.4 What are your Outpatient benefits	20
2.5 What are your Dental benefits	21
2.6 What are your Wellness benefits	21
Part 3 : What is not covered	22
3.1 What are the exclusions	22
Part 4 : How to claim	24
4.1 Notice of claim	24
4.2 Filing proof of claim	24
4.3 Medical examination and autopsy	24
4.4 Other insurance	24
Part 5 : What you need to do to keep this agreement valid	26
5.1 What information we rely on from you	26
5.2 What if there is a misstatement of Age and/ or sex	26
5.3 Premium payment, default and grace period	27
5.4 Change of place of residence	27
5.5 Change of principal place of business	28
Part 6 : What changes you can make to this Plan	29
6.1 Who is the owner of the Plan	29
6.2 Whom we make payment of benefits to	29
6.3 How to change the Beneficiary	29
6.4 How to change the Insured List	30
6.5 What are your cancellation rights	30
6.6 What is your Renewal right	30
Part 7 : What else makes this a valid legal agreement	32
7.1 Enforceable agreement	32
7.2 Compliance with conditions	32
7.3 Interpretation	32



7.4 Modifications	32
7.5 Currency	33
7.6 Termination	33
7.7 Cancellation and termination	34
7.8 Notices to us	34
7.9 Notices from us	34
7.10 Waiver	34
7.11 No third party rights	34
7.12 Subrogation	34
7.13 Legal action	35
7.14 Governing law and arbitration	35
7.15 Compliance with law	35
7.16 Severance	36
Part 8 : What terms mean	37



Chapter 1 : What your Plan is

Part 1 : Summary

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

1.1 Your cover in brief

1.1.1 Who is covered?

This Plan covers the group of Insured Persons named in the **Insured List**. It is important that you keep the information you have with us up-to-date, especially if there are changes to the **Insured List** (see Section 6.4), your principle place of business (see Section 5.5) and/or any of the Insured Persons' place of residence (see Section 5.4).

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

1.1.2 What is covered?

This Plan offers various Plan Levels providing different levels of benefits. Below provides a general description of the benefits offered under this Plan, the actual benefits that the Insured Person is entitled to will be subject to his applicable Plan Level.

We pay a lumpsum amount to the Beneficiary as death benefit in the event that the Insured Person dies while the Plan is effective and in force – see Section 2.2.

We also cover the Insured Person for Eligible Expenses or actual expenses (as applicable) incurred due to treatment of a Disability or Dental Services. These include:

- Staying in a Hospital and receiving treatment (i.e. as an Inpatient) or undergoing surgical procedures in a clinic or Day Case Procedure center (i.e. as a Day Patient) - see Section 2.3;
- Seeing a Registered Medical Practitioner, Registered Chinese Medicine Practitioner, Registered Physiotherapist, Registered Chiropractor, and Registered Specialist in a clinic (i.e. as an Outpatient) - see Section 2.4; and
- Seeing a Registered Dentist in a Dental clinic (i.e. Dental Services) - see Section 2.5.

Further, we cover the Insured Person for the expenses incurred for designated health check-up plans and designated influenza vaccination services as Wellness benefits – see Section 2.6.

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.

This Plan provides worldwide coverage to the Insured Person.

1.1.3 How much is covered?

In the event that the Insured Person dies (see Section 2.1.1), we will provide dollar amounts equal to the Sum Insured to the Beneficiary.

For Inpatient and Day Patient expenses, we provide coverage up to certain dollar amounts for each category. These amounts, often known as benefit limits, are generally applied on either a “per visit”, “per Policy Year”, “per surgery” or “per day” basis. There may also be a limit to the number of visits and total benefit that is applicable for each Policy Year.

For Outpatient and Dental expenses, we provide coverage beyond the amount of Co-Payment up to the benefit limit for each category.

For Wellness benefit, we fully cover the expenses incurred for designated health check-up plans and designated influenza vaccination services.

The actual dollar amounts and limits are outlined in your Benefit Summary (see Section 1.2).

1.2 Benefit Summary

This part provides a general description of the benefits offered under this Plan, the actual benefits that the Insured Person is entitled to will be subject to his applicable Plan Level.

Coverage	<p>Death — Sum Insured payable to the Beneficiary in the event of the Insured Person's death.</p> <p>Inpatient and Day Case Procedure — cover Eligible Expenses for Medically Necessary treatments of a Disability, including Inpatient treatments and Day Case Procedures.</p> <p>Outpatient — cover Eligible Expenses for treatments of a Disability provided by a Registered Medical Practitioner, Registered Chinese Medicine Practitioner, Registered Physiotherapist, Registered Chiropractor, and Registered Specialist. We also provide each Insured Person with a BowtieGo membership under which he can access our Network clinics with member exclusive price.</p> <p>Dental — cover actual expenses for Dental Services, including oral examination, scaling and polishing.</p> <p>Wellness — cover actual expenses for designated health check-up plans and designated influenza vaccination services.</p>
Area cover	Worldwide
Claim method	<p>Lumpsum (applicable to death benefit) —</p> <ol style="list-style-type: none"> We will pay in lump sum to the Beneficiary in the event of the Insured Person's death. <p>Reimbursement (applicable to Inpatient, Day Case Procedure, Outpatient and Dental benefits) —</p> <ol style="list-style-type: none"> We will reimburse the Eligible Expenses or actual expenses (as applicable) incurred beyond the amount of Co-Payment (as applicable) and up to the benefit limit(s) set out in the table below. One expense item will only be reimbursable under one benefit item. If the Insured Person is entitled to reimbursement of all or part of such expenses from other sources and has been so reimbursed, we will only be liable for an amount in excess of the amount recovered from such other sources. <p>Direct settlement by us (applicable to Wellness benefit) —</p> <ol style="list-style-type: none"> We will directly pay the expenses of designated health check-up plans and designated influenza vaccination services to the relevant Network clinic according to the table below. The Insured Person will not need to pay to the relevant Network clinic and will not need to carry out any claim procedure.

All available Plan Levels with their corresponding benefit items are set out below. For details of the coverage(s) of your applicable Plan Level(s), please refer to the customer portal.

Plan Level	I. Basic Bronze Level	II. Basic Silver Level	III. Basic Gold Level
Eligibility requirements	All Associate / Spouse / child / parent: No Age limit	All Associate / Spouse: Age 75 or below; Child: 15 days to Age 25¹	All Associate / Spouse: Age 75 or below; Child: 15 days to Age 25¹
Life insurance benefit	Sum Insured		
(a) Death benefit	HKD3,000	HKD25,000	HKD50,000
Inpatient and Day Case Procedure benefits	Benefit limit		
(b) Room and board	Not Applicable	(b) to (j): 80% of Eligible Expenses; Total HKD25,000 per Policy Year (b) & (d): 180 days per Policy Year respectively (i): 1 prior visit and 3 follow-up visits within 90 days after discharge from Hospital or completion of Day Case Procedure	(b) to (j): 80% of Eligible Expenses; Total HKD50,000 per Policy Year (b) & (d): 180 days per Policy Year respectively (i): 1 prior visit and 3 follow-up visits within 90 days after discharge from Hospital or completion of Day Case Procedure
(c) Confinement miscellaneous charges			
(d) Attending doctor's visit fees			
(e) Intensive care			
(f) Surgeon's fees			
(g) Anaesthetist's fees			
(h) Operating theatre charges			
(i) Pre- and post-Confinement/Day Case Procedure outpatient care			
(j) Psychiatric treatments — as referred in writing by a Registered Specialist			
(k) Hospital Cash for Confinement in Hong Kong public Hospital		HKD200 per day;	HKD500 per day;

		180 days per Policy Year	180 days per Policy Year
(l) Day Case Procedure cash benefit		HKD200 per Day Case Procedure	HKD500 per Day Case Procedure
(m) Special bonus — applicable when Insured Person first obtains partial or full reimbursements under insurance plans offered by other insurance company(ies)		HKD200 per day; 180 days per Policy Year	HKD500 per day; 180 days per Policy Year
Wellness benefits²	Benefit limit		
(n) Health check-up — designated health check-up plan	Not Applicable	Fully covered; 1 time per Policy Year	Fully covered; 1 time per Policy Year
(o) Influenza vaccination — designated influenza vaccination service	Not Applicable	Fully covered; 1 time per Policy Year	Fully covered; 1 time per Policy Year
BowtieGo membership	Free membership allowing unlimited visits at member-exclusive price³		

1. A child between the age of eighteen (18) and twenty-five (25) must be a full-time student with valid proof accepted by us.
2. Wellness benefits only cover expenses for designated check-up plans and designated influenza vaccination services within the Network. Please refer to the customer portal for details of the designated plans and services.
3. The composition of Network clinics is subject to change from time to time; member exclusive price varies by practitioners and is also subject to change from time to time. Please refer to the customer portal for the latest information.

Plan Level	IV. Pro Bronze Level	V. Pro Silver Level	VI. Pro Gold Level	VII. Pro Platinum Level
Eligibility requirements	All Associate / Spouse: Age 75 or below; Child: 15 days to Age 25¹	All Associate / Spouse: Age 75 or below; Child: 15 days to Age 25¹	All Associate / Spouse: Age 75 or below; Child: 15 days to Age 25¹	All Associate / Spouse: Age 75 or below; Child: 15 days to Age 25¹
Life insurance benefit	Sum Insured			
(a) Death benefit	HKD25,000	HKD50,000	HKD80,000	HKD120,000
Inpatient and Day Case Procedure benefits	Benefit limit			
(b) Room and board	(b) to (j): 80% of Eligible Expenses; and Total HKD25,000 per Policy Year (b) & (d): 180 days per Policy Year respectively (i): 1 prior visit and 3 follow-up visits within 90 days after discharge from Hospital or completion of a Day Case Procedure	(b) to (j): 80% of Eligible Expenses; and Total HKD50,000 per Policy Year (b) & (d): 180 days per Policy Year respectively (i): 1 prior visit and 3 follow-up visits within 90 days after discharge from Hospital or completion of a Day Case Procedure	(b) to (j): 80% of Eligible Expenses; and Total HKD80,000 per Policy Year (b) & (d): 180 days per Policy Year respectively (i): 1 prior visit and 3 follow-up visits within 90 days after discharge from Hospital or completion of a Day Case Procedure	(b) to (j): 80% of Eligible Expenses; and Total HKD120,000 per Policy Year (b) & (d): 180 days per Policy Year respectively (i): 1 prior visit and 3 follow-up visits within 90 days after discharge from Hospital or completion of a Day Case Procedure
(c) Confinement miscellaneous charges				
(d) Attending doctor's visit fees				
(e) Intensive care				
(f) Surgeon's fees				
(g) Anaesthetist's fees				
(h) Operating theatre charges				
(i) Pre- and post-Confinement/Day Case Procedure Outpatient care				

(j) Psychiatric treatments — as referred in writing by a Registered Specialist				
(k) Hospital cash for Confinement in Hong Kong public Hospital	HKD200 per day; and 180 days per Policy Year	HKD500 per day; and 180 days per Policy Year	HKD800 per day; and 180 days per Policy Year	HKD1,200 per day; and 180 days per Policy Year
(l) Day Case Procedure cash benefit	HKD200 per Day Case Procedure	HKD500 per Day Case Procedure	HKD800 per Day Case Procedure	HKD1,200 per Day Case Procedure
(m) Special bonus — applicable when the Insured Person first obtains partial or full reimbursements under insurance plans offered by other insurance company	HKD200 per day; and 180 days per Policy Year	HKD500 per day; and 180 days per Policy Year	HKD800 per day; and 180 days per Policy Year	HKD1,200 per day; and 180 days per Policy Year
Outpatient benefits²	Benefit limit			
(n) to (t): subject to HKD30 Co-Payment per visit³				
(n) General practitioner	HKD420 per visit	HKD420 per visit	HKD420 per visit	HKD420 per visit
(o) Chinese medicine practitioner — herbal, acupuncture and bonesetting treatments	HKD270 per visit	HKD270 per visit	HKD270 per visit	HKD270 per visit
(p) Specialist	HKD690 per visit	HKD690 per visit	HKD690 per visit	HKD690 per visit
(q) Chiropractor — as referred in writing by a Registered Medical Practitioner	Not applicable	Not applicable	HKD600 per visit	HKD600 per visit

(r) Physiotherapist — as referred in writing by a Registered Medical Practitioner	Not applicable	Not applicable	HKD600 per visit	HKD600 per visit
(s) Diagnostic Imaging and Laboratory Tests — as referred in writing by a Registered Medical Practitioner	HKD500 per Policy Year	HKD500 per Policy Year	HKD1,500 per Policy Year	HKD2,500 per Policy Year
(t) Psychiatry-related treatments	Not applicable	Not applicable	Not applicable	HKD800 per visit
Dental benefits ²	Benefit limit			
(u) to (v): subject to HKD30 Co-Payment per visit ³				
(u) Oral examination, scaling and polishing	HKD500 per visit; and Once per Policy Year	HKD500 per visit; and Once per Policy Year	HKD500 per visit; and Once per Policy Year	HKD500 per visit; and Twice per Policy Year
(v) Other Dental consultation — Accidental denture treatment, extraction and filling and dental X-ray	HKD500 per visit	HKD500 per visit	HKD500 per visit	HKD500 per visit
Wellness benefits ⁴	Benefit limit			
(w) Health check-up — designated health check-up plan	Fully covered; and 1 time per Policy Year	Fully covered; and 1 time per Policy Year	Fully covered; and 1 time per Policy Year	Fully covered; and 1 time per Policy Year
(x) Influenza vaccination — designated influenza vaccination service	Fully covered; 1 time per Policy Year	Fully covered; 1 time per Policy Year	Fully covered; 1 time per Policy Year	Fully covered; 1 time per Policy Year



BowtieGo membership	Free membership allowing unlimited visits at member-exclusive price⁵
----------------------------	--

1. A child between the age of eighteen (18) and twenty-five (25) must be a full-time student with valid proof accepted by us.
2. In respect of Outpatient and Dental benefits, the maximum number of visits in aggregate per Policy Year is **30** and the maximum number of visit per item per day is **1**.
3. Each benefit item is payable for any Eligible Expenses or actual expenses (as applicable) in excess of HKD30 Co-Payment up to the corresponding benefit limit. In other words, for each benefit item, the Insured Person shall bear a minimum cost of HKD30 per visit.
4. Wellness benefits only cover expenses for designated check-up plans and designated influenza vaccination services within the Network. Please refer to the customer portal for details of the designated plans and services.
5. The composition of Network clinics is subject to change from time to time; member exclusive price varies by practitioners and is also subject to change from time to time. Please refer to the customer portal for the latest information.

Part 2 : What is covered

This part provides a general description of the benefits offered under this Plan, the actual benefits entitled to by the Insured Person will be subject to his applicable Plan Level.

The next part, Part 3, tells you when you are not covered.

2.1 When are you covered

2.1.1 We will pay the death benefit as set out in Section 2.2 when the Insured Person dies while the Plan is effective and in force.

2.1.2 We will cover the Eligible Expenses for Inpatient Medical Services and Day Case Procedures as set out in Sections 2.3, where the conditions set out in (a), (b) and (c) below are met:

- (a) The Insured Person:
 - (i) suffers from a Disability; and
 - (ii) the Disability requires Inpatient Medical Services or Day Case Procedures as set out in Section 2.3.
- (b) The Eligible Expenses are:
 - (i) incurred while the Plan is effective and in force; and
 - (ii) for Medical Services:
 - (1) provided only to the Insured Person and no one else; and
 - (2) as set out in Sections 2.3 below; and
 - (iii) Reasonable and Customary.
- (c) The amount of Eligible Expenses payable does not exceed any of the following:
 - (i) the actual costs for Inpatient Medical Services and Day Case Procedures; and
 - (ii) the limits as stated in the Benefit Summary in Section 1.2.

2.1.3 We will cover the Eligible Expenses for Outpatient Medical Services as set out in Section 2.4, where the conditions set out in (a), (b) (c) and (d) below are met:

- (a) The Insured Person:
 - (i) suffers from a Disability; and
 - (ii) the Disability requires any of the Outpatient Medical Services as set out in Section 2.4.
- (b) The Eligible Expenses are:
 - (i) incurred while the Plan is effective and in force;
 - (ii) for Medical Services:
 - (1) provided only to the Insured Person and no one else;
 - (2) referred by a Registered Medical Practitioner (if applicable); and
 - (3) as set out in Section 2.4 below; and
 - (iii) Reasonable and Customary.
- (c) The Eligible Expenses does not include the amount of Co-Payment as stated in the Benefit Summary in Section 1.2.

- (d) The amount of Eligible Expenses payable does not exceed any of the following:
 - (i) the actual costs for Outpatient Medical Services; and
 - (ii) the limits as stated in the Benefit Summary in Section 1.2.

2.1.4 We will cover the actual expenses for Dental Services as set out in Section 2.5, where the conditions set out in (a), (b), (c) and (d) below are met:

- (a) The Insured Person receives any of the Dental Services as set out in Section 2.5;
- (b) The expenses are:
 - (i) incurred while the Plan is effective and in force;
 - (ii) for Dental Services:
 - (1) provided only to the Insured Person and no one else; and
 - (2) as set out in Section 2.5 below; and
 - (iii) Reasonable and Customary.
- (c) The amount of expenses payable does not include the amount of Co-Payment as stated in the Benefit Summary in Section 1.2.
- (d) The amount of expenses payable does not exceed any of the following:
 - (i) the actual costs for Dental Services; and
 - (ii) the limits as stated in the Benefit Summary in Section 1.2.

2.1.5 We will fully cover expenses for designated health check-up plans and influenza vaccination services as set out in Section 2.6, where the conditions set out in (a), (b), (c), (d) and (e) below are met:

- (a) The expenses are incurred while the Plan is effective and in force;
- (b) The expenses are incurred under the Network;
- (c) The services are provided only to the Insured Person and no one else;
- (d) The amount of expenses payable does not exceed the limit as stated in the Benefit Summary in Section 1.2; and
- (e) The amount of expenses payable equals the actual costs for the designated plans and services as set out in Section 2.6.

2.2 What is your life insurance benefit

2.2.1 Death benefit payable shall be the Sum Insured as stated in the Benefit Summary as set out in Section 1.2.

2.3 What are your Inpatient and Day Case Procedure benefits

2.3.1 Eligible Expenses for Inpatient Medical Services and Day Case Procedures payable pursuant to Section 2.1 are as follows:

(a) Room and board

The costs of accommodation and meal charged by a Hospital other than intensive care service charges in (d) below.

(b) Confinement miscellaneous charges

Miscellaneous charges for:

- (i) Road ambulance service to and/or from a Hospital;
- (ii) Anaesthetic and/or oxygen administration;
- (iii) Administration charges for blood transfusion;
- (iv) Medicine, drug, intravenous infusions, and dressing and plaster casts prescribed and consumed during Confinement or any Day Case Procedure;
- (v) Medicine and drug prescribed upon discharge from Confinement or completion of Day Case Procedure for use up to the ensuing four (4) weeks;
- (vi) Surgical appliances, equipment and devices, that are not operating theatre charges as defined in (g) below;
- (vii) Disposables, consumables, equipment and devices of a medical nature, that are not operating theatre charges as defined in (g) below;
- (viii) Diagnostic imaging services, including ultrasound and X-ray, and their interpretation;
- (ix) Laboratory examinations and reports;
- (x) Rental of walking aids and wheelchairs; and
- (xi) Physiotherapy, occupational therapy and speech therapy during Confinement.

(c) Attending doctor's visit fee

The charges of the attending Registered Medical Practitioner for a consultation with the Insured Person.

(d) Intensive care

The charges for intensive care services during the Insured Person's admission to an Intensive Care Unit.

(e) Surgeon's fee

The charges of the attending Surgeon for a surgical procedure.

(f) Anaesthetist's fee

Where a Surgeon's fee is payable under (e) above, the charges of the Anaesthetist in relation to the surgical procedure.

(g) Operating theatre charges

Where a Surgeon's fee is payable under (e) above, charges for the use of an operating theatre, a treatment room and/or recovery room during the surgical procedure.

Any charges for surgical appliances, equipment and devices used in the operating theatre that are separately charged shall be payable only under (b) above.

(h) Pre- and post-Confinement/Day Case Procedure Outpatient care

Eligible Expenses for 1) Outpatient visit or Emergency consultation resulting in a Confinement or Day Case Procedure and 2) follow-up Outpatient visit to, or recommended in writing by, the attending Registered Medical Practitioner provided that the Outpatient visit is directly related to and as a result of the condition arising from the same cause necessitating such Confinement or Day Case Procedure.

(i) Psychiatric treatments

Eligible Expenses for psychiatric treatments during the Insured Person's Confinement in Hong Kong provided that such treatments are recommended and referred in writing by a Registered Specialist.

2.3.2 All benefits described under this Section 2.3.1 are not subject to any restriction in the choice of ward class in a Hospital. However, if the Insured Person is Confined in a room of a level higher than Standard Ward Room, the actual amount of any benefits payable for the Confinement shall be reduced to a percentage of the benefit that would otherwise have been payable. This percentage is set out in the following table:

Level of room in which the Insured Person is Confined	Percentage of benefits payable during Confinement
Standard Ward Room	100%
Standard Semi-Private Room	50%
Above Standard Semi-Private Room	25%

For example:

If the Insured Person is covered under Basic Silver Level and confined in a room of Above Standard Semi-Private Room level, and the relevant Eligible Expenses incurred during Confinement is HKD10,000, the actual benefit payable will be: $\text{HKD}10,000 \times 25\% \times 80\% = \text{HKD}2,000$. The remaining Policy Year benefit limit for benefit items 2.3.1(a) – (h) above will be: $\text{HKD}20,000 - \text{HKD}2,000 = \text{HKD}18,000$.

2.3.3 Where benefits are payable under Section 2.3.1, the benefits set out in (a), (b) and (c) below shall also be payable when the respective conditions are met:

(a) Hospital cash for Confinement in Hong Kong public Hospital

Payable when the Insured Person is Confined in a Hong Kong public Hospital.

(b) Day Case Procedure cash benefit

Payable when the Insured Person undergoes any Day Case Procedure.

(c) Special bonus

Payable when the Insured Person is covered by any other individual or group hospital indemnity insurance plans offered by other insurance company(ies), and we reimburse only after partial or full reimbursement has been paid by such other insurance company.

2.4 What are your Outpatient benefits

2.4.1 Eligible Expenses for Outpatient Medical Services payable pursuant to Section 2.1 are as follows:

(a) General practitioner

The charges for Outpatient consultations provided and medication prescribed by a Registered Medical Practitioner.

(b) Chinese medicine practitioner

The charges for Outpatient consultations including herbal, acupuncture and bonesetting treatments provided by a Registered Chinese Medicine Practitioner.

(c) Specialist

The charges for Outpatient consultations provided and medication prescribed by a Registered Specialist.

(d) Chiropractor

The charges for Outpatient treatments provided by a Registered Chiropractor, provided that such treatments are recommended and referred in writing by a Registered Medical Practitioner.

(e) Physiotherapist

The charges for Outpatient treatments provided by a Registered Physiotherapist provided that such treatments are recommended and referred in writing by a Registered Medical Practitioner.

(f) Diagnostic imaging and laboratory test

The charges for diagnostic imaging services, including Prescribed Diagnostic Imaging Tests, ultrasound and X-ray (excluding dental x-ray), and their interpretation, and laboratory tests, examinations and reports for the investigation or treatment of a Disability, provided that such services, tests, examinations etc are recommended and referred in writing by a Registered Medical Practitioner.

(g) Psychiatry-related treatments

The charges for psychiatry-related Outpatient Medical Services including consultations and treatments provided by Registered Medical Practitioners or Registered Chinese Medicine Practitioners, medication prescribed by Registered Medical Practitioners or Registered Chinese Medicine Practitioners, and Diagnostic



Imaging and Laboratory Tests recommended in writing by a Registered Medical Practitioner.

2.4.2 Eligible Expenses referred to in Section 2.4.1 excludes Eligible Expenses referred to in Section 2.3.1, such that all expenses incurred during Confinement and Day Case Procedures shall not be reimbursed under Section 2.4.1.

2.4.3 A BowtieGo membership will be provided to each of the Insured Persons on the Policy Effective Date, with which he can access to Network clinics at member exclusive price.

2.5 What are your Dental benefits

2.5.1 Expenses for Dental Services payable pursuant to Section 2.1 are as follows:

(a) Oral examination, scaling and polishing

The charges for oral examination, scaling and polishing provided by a Registered Dentist.

(b) Other Dental consultation

The charges for Accidental denture treatment, extraction and filling and dental X-ray provided by a Registered Dentist.

2.5.2 Expenses referred to in Section 2.5.1 exclude Eligible Expenses referred to in Section 2.3.1, such that all expenses incurred during Confinement and Day Case Procedures shall not be reimbursed under Section 2.5.1.

2.5.3 A BowtieGo membership will be provided to each of the Insured Persons on the Policy Effective Date, with which he can access to Network Dental clinics at member exclusive price.

2.6 What are your Wellness benefits

2.6.1 Expenses for Wellness benefits payable pursuant to Section 2.1 are as follows:

(a) Health check-up

The charges for the designated health check-up performed at the Network clinics.

(b) Influenza vaccination

The charges for the designated Influenza vaccination services performed at the Network clinics.

Part 3 : What is not covered

3.1 What are the exclusions

3.1.1 Except for the death benefit under Section 2.2, no payment will be made under the Plan for expenses caused directly or indirectly, wholly or partly by any of the following:

(a) Pre-existing Condition(s):

- (i) except for situations under Section 3.1.1(a)(ii) below, there will be a waiting period of one (1) year i.e. Pre-existing Conditions of an Insured Person will not be covered under this Plan unless such Insured Person has been insured under this Plan continuously for one (1) year; or
- (ii) where you are covered under another group medical insurance packaged plan of another insurance company immediately before the Policy Issuance Date or the Policy Effective Date, whichever is the earlier, there will be no waiting period i.e. Pre-Existing Conditions of an Insured Person will be covered under this Plan from the date when such Insured Person is first insured under this Plan;

(b) Solely diagnostic procedures: the whole (or part) of the Confinement or Day Case Procedure solely for the purpose of diagnostic procedures or allied health services. This includes, but is not limited to, X-Ray, advanced imaging, laboratory tests and physiotherapy;

(c) Convalescence, custodial, rest care and sanatoria care;

(d) Non-medical services: non-medical services, including but not limited to guest meals, radio, telephone, photocopy, taxes, personal items, medical report charges and the like;

(e) HIV and AIDS: any illness, Disease, ptomaines or infection. This includes infection with any Human Immunodeficiency Virus (HIV) and/or any HIV-related illness including AIDS and/or any mutations, derivations or variations thereof;

(f) Mental disorders: mental disorder, psychological or psychiatric conditions, behavioural problems or personality disorder that do not require Confinement (except for expenses payable under Section 2.4.1(g));

(g) Visual correction: correcting visual acuity or refractive errors that can be corrected by the fitting of spectacles or contact lens. This includes, but is not limited to, eye refractive therapy, LASIK and any related tests, procedures and services;

(h) Vaccines: vaccinations, immunization, injections, preventive medication or preventive care (except for expenses payable under Section 2.6);

(i) Childbirth: diagnostic of pregnancy or resulting childbirth, abortion, miscarriage or any complications from the above; birth control or reversal of birth control; infertility including in-vitro fertilization or any other artificial method of inducing pregnancy; sterilization; or sexual dysfunction including but not limited to impotence and the like;

- (j) **Cosmetic treatments:** cosmetic treatments for beautification or cosmetic purposes;
- (k) **Alternative treatments:** alternative treatments including but not limited to acupuncture, Tui Na, hypnotism, rolfing, massage therapy and aroma therapy;
- (l) **Congenital Conditions:** congenital conditions that gave rise to signs or symptoms, or was diagnosed, before the Insured Person attains seventeen (17) years of age;
- (m) **Already reimbursed:** treatment for which expenses have been reimbursed under any law, medical program, or insurance policy provided by any government, company or other third party;
- (n) **Drugs, suicide and illegal activities:** Disability arising from, or consequential upon the dependence, overdose or influence of any of the following:
 - (i) drugs, alcohol, narcotics or similar drugs or agents;
 - (ii) intentional self-inflicted injuries;
 - (iii) attempted or threatened suicide, while sane or insane;
 - (iv) illegal activity;
 - (v) violation or attempted violation of the law, or resistance to arrest; and
 - (vi) venereal and sexually transmitted Disease or its sequelae (except for HIV and its related Disability);
- (o) **Medications and supplements that are not prescribed:** narcotics or over-the-counter medication and nutrient supplement not prescribed by a Registered Medical Practitioner;
- (p) **Armed forces:** participation in any armed force or peace-keeping activities;
- (q) **Nuclear, biological, and chemical activities:** Disability arising from nuclear, biological, or chemical related activities. This includes nuclear fission, nuclear fusion, ionizing radiation or contamination by radioactivity from any nuclear fuel, nuclear waste resulted from combustion of nuclear fuels or nuclear weapons, or any act of nuclear, chemical or biological terrorism, including but not limited to the use of nuclear, biological or chemical weapons and agents; and
- (r) **War and terrorism:** revolutions and war (declared or undeclared), acts of terrorism.

3.1.2 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 Plan.

3.1.3 If we allege that, by reason of this Section, any loss, damage, cost or expense is not covered by this Plan, then the burden of proving the contrary shall be upon you.

Part 4 : How to claim

This part sets out specific requirements for making a claim under your Plan. The right to make a claim is subject to the Plan Terms and Conditions.

4.1 Notice of claim

- 4.1.1 All cases of death must be notified immediately to us.
- 4.1.2 A claim must be submitted to us within ninety (90) days after the covered event happens.
- 4.1.3 The claim will not be invalidated solely by reason of failure to give notice as required by Sections 4.1.1 and 4.1.2 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 Any notice of claim must be accompanied by supporting documents, forms and information that we require, at your / the Insured Person's 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 originals of any documents and receipts showing the itemized expenses.
- 4.2.3 If you or the Insured Person submit(s) a claim which is in any respect fraudulent, unfounded, incorrect or misleading, or if you or the Insured Person withhold(s) any information or conspire(s) with a third party to obtain a benefit from this Plan, we may cancel this Plan immediately or declare this Plan void from the Policy Effective Date. In any of these circumstances, we may recover from you any benefit we have already paid to you or any of the Insured Persons or Beneficiaries in relation to any claim which is not eligible.

4.3 Medical examination and autopsy

- 4.3.1 We may require any additional proof and request medical examination of the Insured Person at your cost. In case of death of the Insured Person, we may require, if appropriate and legally allowable, an autopsy at your cost.

4.4 Other insurance

- 4.4.1 If you and/or the Insured Person is insured by any other insurance policies other than this Plan, you will have the right to claim under any such other insurance policies or this Plan. 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 by 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 Plan, 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 Application in deciding whether or not to accept the Application. We also rely on that information to decide the relevant person's eligibility and/or applicable Plan Level and whether or not to apply Case-based Exclusion(s) and/or Premium Loading to this Plan. We will treat all statements made in the Application to be representations and not warranties.

5.1.2 If the Application omits facts or contains materially incorrect or incomplete facts, we may declare this Plan void from the Policy Effective Date. If we declare the Plan void under this Section 5.1.2, we will refund the premium we received for the period the Plan is void on a pro rata basis.

5.1.3 If your premiums are based on incorrect or incomplete information and we have to change them, we will collect (or refund) the difference, and this may include imposing Case-based Exclusion(s) and/or Premium Loading on this Plan. Such changes shall apply from the Policy Effective Date retrospectively.

5.2 What if there is a misstatement of Age and/ or sex

5.2.1 If the Insured Person's Age and/or sex was misstated in the Application or enrolment procedure, the Plan Level and the amount payable by us under this Plan will be adjusted on the basis of the correct Age and sex. They will be adjusted at the time we make any payment under this Plan:

- (a) Where a higher premium would have applied, we will reduce the benefit payable based on what the premiums paid would have provided at the Insured Person's correct Age and sex.
- (b) Where a lower premium would have applied, we will refund any surplus premium paid without interest.
- (c) Where an Insured Person would not have satisfied our insurability requirements for any of the Plan Levels on the basis of the correct Age and sex, we have the right to declare his enrolment in this Plan void. If this happens, our liability will be limited to return the relevant premiums paid without interest.

5.2.2 We may require proof of the Insured Person's Age to our satisfaction at the time of processing the Application and any claim or payment of any benefit under this Plan at your cost.

5.3 Premium payment, default and grace period

5.3.1 All premiums are payable to us on or before their due dates. The payment of the first premium is due on or before the Policy Effective Date. After payment of the first premium, failure to pay a subsequent premium on or before its due date will constitute a default in premium payment.

5.3.2 At the beginning of each Policy Year, the premium for that Policy Year, which is the sum of the individual premiums for all of the Insured Persons, will be calculated according to the applicable premium rates, Ages of the Insured Persons and their respective Plan Levels. A final premium will also be computed on a pro rata basis at the end of each Policy Year or the date of termination, whichever is earlier, to reflect any actual changes occurred after the past Plan Anniversary. A premium adjustment will be paid by (or refunded to) you. We may collect such premium adjustment anytime by giving notice not less than thirty (30) days in advance.

5.3.3 We will allow a grace period of thirty-one (31) days after the premium due date for payment of each premium. This Plan will continue to be in effect during the grace period, but no benefits shall be payable unless the outstanding premium is paid. If the outstanding premium is still unpaid in full or in part at the expiration of the grace period, this Plan shall be deemed to be terminated on the date on which the outstanding premium is first due.

5.4 Change of place of residence

5.4.1 You or the Insured Person must inform us within thirty (30) days of a change of place of residence of the Insured Person to a city/country outside of Hong Kong, that is proposed to last permanently or for one-hundred-and-eighty-three (183) consecutive days or more.

5.4.2 Upon our receipt of the notification given pursuant to Section 5.4.1 above, we will endorse the change of place of residence of the Insured Person in writing, subject to:

- (a) Section 5.4.3 below; and
- (b) the application of any new Premium Loading to your policy upon Renewal to reflect any change in risks associated with the change of place of residence of the Insured Person.

5.4.3 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 5.4.1 above 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 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 the Plan and refund any premium(s) paid for the period in which no cover will be in place without interest.

5.5 Change of principal place of business

5.5.1 You must inform us within thirty (30) days if your principal place of business is no longer Hong Kong.

5.5.2 Upon receipt of notification, we will terminate the policy immediately. The unearned portion of the premium at the time of termination will be refunded without interest.

5.5.3 If you fail to notify us that your principal place of business is no longer Hong Kong under Section 5.5.1 and subsequently a claim is filed, no benefit will be payable.

Part 6 : What changes you can make to this Plan

This part sets out what you can change as the owner of this Plan, including enrolment of Associates and/or their Dependants as Insured Persons and change of Beneficiaries.

6.1 Who is the owner of the Plan

6.1.1 You are the only legal person entitled to exercise any right or privilege provided under this Plan. Any individual authorized by you can act on your behalf to exercise such right or privilege.

6.1.2 This Plan and any benefits hereunder may not be assigned by you or any Insured Person.

6.2 Whom we make payment of benefits to

6.2.1 With respect to any payment of benefits to you, the Insured Person, the Beneficiary, or to any third party as directed by you and agreed by us, such payment shall be deemed to have been made to you.

6.2.2 Payment of benefits under this Plan to the above person(s) in the manner pursuant to Section 6.2.1 shall be deemed a good and full discharge of our obligations under this Plan.

6.3 How to change the Beneficiary

6.3.1 While this Plan is effective and in force, and to the extent permitted by law, you or the Insured Person may change the designated Beneficiary by sending an electronic or written notice to us using our prescribed form. A change of Beneficiary will not be valid unless:

- (a) you or the Insured Person is / are able to provide sufficient evidence to satisfy us that there are no existing statutory or other trusts that have arisen or been created;¹ and
- (b) such change has been confirmed by us by way of an electronic notice or a written notice; and
- (c) the Insured Person is alive at the date of our confirmation notice.

¹ This is to protect the position where a statutory trust arises under section 13 of the Married Persons Status Ordinance (Cap. 182 of the Laws of Hong Kong).

6.4 How to change the Insured List

6.4.1 While this Plan is effective and in force, you can apply for enrolment or removal of any (then-)Associate and/or his Dependant as an Insured Person.

6.4.2 You must enrol all Contractors, all full-time Employees and/or all part-time Employees as Insured Persons in accordance with your Application if the eligibility requirements set out in Section 1.2 are met. You may choose to enrol the Dependents of the enrolled Associates as Insured Persons if the eligibility requirements set out in Section 1.2 are met.

6.4.3 In the event you wish to enrol an Associate and / or his Dependent in this Plan, you shall apply for such enrolment within thirty-one (31) days after he becomes eligible to be covered under this Plan. Otherwise, we may request medical evidence of good health from you before accepting the enrolment. Upon our acceptance of enrolment, he shall be deemed to be an Insured Person starting from the day when he becomes eligible and be entitled to the benefits under this Plan starting from that day.

6.4.4 In the event that any of the persons in the **Insured List** becomes ineligible to be covered under this Plan, you shall give us a notice within thirty-one (31) days after he becomes ineligible. The benefits will be ceased on the day such person becomes ineligible.

6.4.5 If an Associate is a Dependant of another Associate under this Plan, both will be considered as an Associate under this Plan.

6.4.6 If an Associate is not Actively at Work on the date he would otherwise have become insured, the entitlement of benefits of such Associate will be deferred to the day he returns to be Actively at Work. We may request medical evidence of good health from you or him before we confirm his entitlement to benefits.

6.4.7 Premium adjustment (if any) will be paid by (or refunded to) you to reflect any changes to the **Insured List** after the past Plan Anniversary.

6.5 What are your cancellation rights

6.5.1 You may cancel the Plan at any time by giving us at least thirty (30) working days' notice.

6.5.2 If you give us notice under Section 6.5.1, we will consider the Plan void from the next payment date after the notice period in Section 6.5.1 expires, and the coverage for the Insured Person will remain effective before that date. A premium adjustment (or the unearned portion of the premium) (if any) at the time of cancellation shall be paid by (or refunded to) you.

6.6 What is your Renewal right

6.6.1 This Plan may be Renewed, without issuance of a new policy contract, on each Plan Anniversary by payment of the relevant premium in advance based on the premium rate in force at the time of Renewal, if:

- (a) One hundred percent (100%) of the eligible full-time Employees, part-time Employees and/or Contractors in accordance with your Application are enrolled as Insured Persons on the Plan Anniversary; and

- (b) You have complied with all of the Plan Terms and Conditions;
- (c) You accept the changes to the Plan Terms and Conditions for 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 Plan; and
- (d) The number of Associates enrolled (in accordance with your Application) (excluding the Basic Bronze Level) is not less than three (3).

6.6.2 We reserve the right not to Renew this Plan and to revise the premium payable under this Plan on the date of any Renewal.

Part 7 : What else makes this a valid legal agreement

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

7.1 Enforceable agreement

7.1.1 This Plan is an insurance policy and is a legally enforceable agreement between you as the Policy Holder and us as the insurer. The Plan comes into force on the Policy Effective Date provided that 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 Plan that you and/or the Insured Person (or anyone acting on your and/or the Insured Person's behalf) duly observed and fulfilled all the Plan 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 Plan, where the context requires, words using 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, heading descriptions and summary in this Plan 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 Plan 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 Plan shall have the meanings ascribed to them in Part 8 of the Plan.

7.3.5 If there is any inconsistency between the English and Chinese versions of the Plan Terms and Conditions, the English version shall prevail.

7.4 Modifications

7.4.1 We may revise the Plan Terms and Conditions upon Renewal by giving at least thirty (30) days' notice to you.

7.4.2 No variation to this Plan (or any waiver of any term or condition of this Plan) 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 Plan will be made in HKD. Any Eligible Expenses or actual expenses (as applicable) incurred in a foreign currency shall be converted to HKD at a reasonable foreign currency exchange rate chosen by us. We are not legally responsible for any exchange rate-related losses incurred.

7.6 Termination

7.6.1 This Plan shall be automatically terminated on the occurrence of the earliest of the following:

- (a) the termination of this Plan pursuant to Section 5.3;
- (b) excluding Associates enrolled under the Basic Bronze Level, the number of Associates enrolled becomes less than three (3).

7.6.2 The benefits to the Insured Person, who is an Associate, shall be automatically terminated on the occurrence of the earliest of the following:

- (a) the termination or cancellation of this Plan;
- (b) such Insured Person ceases to be an Associate;
- (c) such Insured Person enters military, naval or air service;
- (d) the end of the period for which the coverage is paid in respect of such Insured Person.

7.6.3 The benefits to the Insured Person, who is a Dependant, shall be automatically terminated on the occurrence of the earliest of the following:

- (a) the termination or cancellation of this Plan;
- (b) the Associate, whose relationship with such Insured Person entitles such Insured Person to be covered under this Plan, ceases to be an Associate;
- (c) such Insured Person enters military, naval or air service;
- (d) the end of the period for which the coverage is paid in respect of such Insured Person;
- (e) such Insured Person ceases to be a Dependant.

7.6.4 If, while the Plan is effective and in force, any Insured Person becomes ineligible for the corresponding Plan Level according to the eligibility requirements set out in Section 1.2, the

applicable Plan Level of that Insured Person will automatically be changed to the Basic Bronze Level with effect from the next Plan Anniversary.

7.6.5 Termination of this Plan shall be without prejudice to any claim arising prior to such termination unless otherwise stated. The payment to or acceptance of any premium hereunder subsequent to the termination of this Plan shall not create any liability upon us but we will refund any such premium without interest.

7.7 Cancellation and termination

7.7.1 We have the absolute right to cancel or terminate this Plan at any time by giving you notice by electronic means to the latest contact you have notified to us not less than thirty (30) days in advance. The effective date and hour of cancellation or termination stated in the notice shall be considered the end of the Plan period. Premium adjustment (if any) and the unearned portion of the premium at the time of cancellation or termination shall be paid by (or refunded to) you.

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 notice.

7.9 Notices from us

7.9.1 Any notice to be given by us under this Plan shall be sent by electronic means to your latest contact as notified to us. 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 Plan will be construed to be a waiver of any subsequent breach of that or any other provision of this Plan and any delay or forbearance by any party in exercising any of its rights under this Plan 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 Plan 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 Plan (including, but not limited to, any Insured Persons or Beneficiaries) 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 Plan 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 Plan after we have made a payment under this Plan. 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 Plan.

7.13 Legal action

7.13.1 No legal action shall be brought by you to recover any claim amount payable under these Plan Terms and Conditions within the first sixty (60) days from the date we receive all proof of claims as required by these Plan Terms and Conditions has been received by us.

7.13.2 Subject to applicable law, any action at law or in equity to recover under this Plan 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 Plan is governed by, and shall be construed in accordance with, the laws of Hong Kong.

7.14.2 We hope to avoid disagreements with you, and prefer to work with you to settle any disagreements. Any dispute, difference or claim relating to this Plan, including the existence, validity, interpretation, breach or any other dispute regarding non-contractual obligations arising from or relating to this Plan, 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 Plan 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 Plan void under Section 7.15.1, we will refund the premium we received for the period during which the Plan is void on a pro rata basis without interest.

7.16 Severance

7.16.1 In the event any part of this Plan is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Part 8 : What terms mean

Under these Plan Terms and Conditions, except as otherwise defined, words and expressions used shall have the following meanings -

“Accident”	shall mean a sudden and unforeseen event of violent, accidental, external and visible means which occurs entirely beyond the control of the Insured Person while this Plan is in force. "Accidental" shall be construed accordingly.
“Actively at Work”	shall mean that, with respect to an Employee or a Contractor , the ability to perform all regular work or service on the work or service days normally scheduled.
“Age”	shall mean the attained age of the Insured Person.
“Application”	shall mean the application submitted to us in respect of this Plan. 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.
“Associate”	shall mean any Employee and Contractor.
“Beneficiary”	shall mean the person or persons designated in the Application as the beneficiary under this Plan (as may be amended from time to time in accordance with this Plan).
“Benefit Summary”	shall mean the summary of benefits contained in Section 1.2 of the Plan Terms and Conditions which sets out, among others, the benefit items and benefit limits.
“BowtieGo”	shall mean our health and Wellness membership program that provides access to a range of products and services provided by us and our partners.
“Case-based Exclusion”	shall mean the exclusion of a particular Sickness or Disease from the coverage of these Plan Terms and Conditions that may be applied by us based on a Pre-existing Condition or factors affecting the insurability of the Insured Person.
“Co-Payment”	shall mean the part of expenses the Insured Person must contribute by direct payment to the relevant clinics or otherwise when making a claim. For the avoidance of doubt, Co-Payment does not refer to any amount that the Insured Person are required to pay if the actual expenses exceed the benefit limits under these Plan Terms and Conditions.
“Confinement” or “Confined”	shall mean an admission of the Insured Person to a Hospital that is recommended by a Registered Medical Practitioner for Medical Service and as an Inpatient as a result of a Medically Necessary condition for a period of no less than six (6) consecutive hours. No minimum period is required for Confinement in connection with any Emergency Treatment in a Hospital as a result of an Emergency for the performance of a surgical procedure or other Medical Service in a Hospital.



Confinement shall be evidenced by a daily room charge invoiced by the Hospital and the Insured Person must stay in the Hospital continuously for the entire period of Confinement.

“Congenital Condition(s)”

shall mean:

- (a) any medical, physical or mental abnormalities existed at the time of or before birth, whether or not being manifested, diagnosed or known at birth; or
- (b) any neo-natal abnormalities developed within six (6) months of birth.

“Contractor”

shall mean a self-employed independent person in business on his own account contracted to perform work for, or provide services to, you or your designated persons as a non-employee.

“Day Case Procedure”

shall mean a Medically Necessary surgical procedure for investigation or treatment to the Insured Person performed in a medical clinic, or day case procedure centre or Hospital with facilities for recovery as a Day Patient.

“Day Patient”

shall mean an Insured Person receiving Medical Services or treatments given in a medical clinic, day case procedure centre or Hospital where the Insured Person is not in Confinement.

“Dental” or “Dental Services”

shall mean the dental services provided by a Registered Dentist in a clinic.

“Dependant”

shall mean:

- (a) the Spouse of the Associate;
- (b) lawful parents of the Associate or the Associate's Spouse; and
- (c) lawful unmarried child (including child born out of wedlock, adoptive child and stepchild) of the Associate or the Associate's Spouse

“Disability”

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

“Domestic Partner”

shall mean a person (of opposite sex or not) who:

- (a) is a lawful partner of an Associate under a marriage celebrated or contracted outside Hong Kong in accordance with the law in force at the time and in the place where the marriage is performed;
- (b) has been in a continuous relationship with an Associate, during which period, neither the Associate nor such person were or are still married to or partnered with any other person in any jurisdiction;
- (c) is at least eighteen (18) years of age; and

(d) maintains a common residence with the Associate and intend to continue to do so.

"Eligible Expenses"	shall mean expenses incurred for Medical Services rendered with respect to a Disability or any other services that are covered as set out in Section 1.2.
"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 Service required in an Emergency. The Emergency event or situation, and the required Medical Service cannot be and are not separated by an unreasonable period of time.
"Employee"	shall mean a person employed by you as an employee, on either: <ul style="list-style-type: none"> (a) a full-time basis i.e. where he or she is employed to work at least 35 hours a week on average; or (b) a part-time basis i.e. where he or she is employed not on a full-time basis.
"HKD"	shall mean Hong Kong dollars.
"Hong Kong"	shall mean the Hong Kong Special Administrative Region of the People's Republic of China.
"Hospital"	shall mean a lawfully operated institution licensed as a hospital for the care and treatment of injured or ill persons which provides facilities for diagnosis, major surgery and 24-hour nursing service and is not primarily a nursing, rest or convalescent home, other than incidentally, a place for treatment of alcoholics or drug addicts, a nature care clinic, a health hydro, a hospice or palliative care centre, a rehabilitation centre, an elderly home, an isolation or quarantine accommodation for infectious diseases or similar establishment.
"Injury"	shall mean bodily injury sustained by the Insured Person of which there is evidence of a visible contusion or wound on the exterior of the body, or of internal contusion, wound or injury, or a combination of these injuries which is solely caused by an Accident and independently of any other cause.
"Inpatient"	shall mean a person who is Confined; and Inpatient medical service(s) shall mean medical services provided to a person who is Confined.
"Insured Person"	shall mean any person whose risks are covered by these Plan Terms and Conditions, and named as the "Insured Person" in the Insured List .
"Intensive Care Unit"	shall mean that part or unit of a Hospital established for and devoted to providing intensive medical and nursing care for Inpatients.
"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”	<p>shall mean in respect of Confinement, treatment, procedure, supplies or other medical services, which are, in our opinion –</p> <ul style="list-style-type: none"> (a) required for, appropriate and consistent with the symptoms and findings or diagnosis and treatment of the Disability; (b) in accordance with generally accepted medical practice and not of an experimental or investigative nature; (c) not for the convenience of the Insured Person, the Policy Holder, the medical practitioner or any other person; and (d) not able to be omitted without adversely affecting the Insured Person’s medical condition.
“Network”	shall mean the administrator of the health services providers whom we appoint to provide health services under this Plan.
“Outpatient”	shall mean an Insured Person who has not been Confined and who receives medical services in a private medical clinic, or in the outpatient department or emergency treatment room of a Hospital; and Outpatient medical services shall mean medical services provided to an Outpatient in a private medical clinic or in the outpatient department or emergency treatment room of a Hospital.
“Plan”	shall mean the insurance policy set out in the Plan Terms and Conditions underwritten and issued by us, which is the contract between you and us.
“Plan Anniversary”	shall mean the same day and month as the Policy Effective Date in each succeeding year after the Policy Effective Date while this Plan remains in force. If the Policy Effective Date is 29 February of a leap year, then the Plan Anniversary will be 28 February in succeeding non-leap years.
“Plan Level”, “Basic Bronze Level”, “Basic Silver Level”, “Basic Gold Level”, “Pro Bronze Level”, “Pro Silver Level”, “Pro Gold Level” and “Pro Platinum Level”	shall mean the specific set of benefits under this Plan which is subject to the specific eligibility requirements as set out in the Benefit Summary in Section 1.2. “Basic Bronze Level”, “Basic Silver Level”, “Basic Gold Level”, “Pro Bronze Level”, “Pro Silver Level”, “Pro Gold Level” and “Pro Platinum Level” is each a Plan Level and shall mean the relevant set of benefits so described in the Benefit Summary.
“Plan Terms and Conditions”	shall mean Parts 1 to 8 of this document and including the Policy Schedule , Insured List and any Supplement(s).
“Policy Effective Date”	shall mean the commencement date of these Plan Terms and Conditions which is specified as “Policy Effective Date” in the Policy Schedule .
“Policy Issuance Date”	shall mean the date of first issuance of these Plan Terms and Conditions, which is specified in the Policy Schedule .
“Policy Schedule”	shall mean the document entitled “Policy Schedule” which contains, among other things, the information you provided to us.

"Policy Year"	shall mean each twelve-month period starting on the Policy Effective Date.
"Portfolio"	shall mean all policies of the same Plan Terms and Conditions and the Benefit Summary.
"Pre-existing Condition"	<p>shall mean, in respect of the Insured Person, any Sickness, Disease, Injury, physical, mental or medical condition or physiological degradation, including a Congenital Condition, that has existed prior to the Policy Issuance Date or the Policy Effective Date, whichever is the earlier. A condition is taken to have existed where:</p> <ul style="list-style-type: none"> (a) it has been diagnosed; (b) medical advice, care or treatment has been sought, recommended or received; or (c) it has manifested clear and distinct signs or symptoms for which a reasonable person in the same circumstances would have sought medical advice, care or treatment.
"Premium Loading"	shall mean the additional premium on top of the Standard Premium charged by us to you according to the additional risk assessed for the Insured Person.
"Prescribed Diagnostic Imaging Tests"	<p>shall mean any of the followings:</p> <ul style="list-style-type: none"> (a) computed tomography ("CT" scan); (b) magnetic resonance imaging ("MRI" scan); (c) positron emission tomography ("PET" scan); (d) PET-CT combined; and (e) PET-MRI combined.
"Reasonable and Customary"	<p>shall mean, in relation to a charge for treatments, 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, e.g. of the same sex and similar Age, for a similar Disability, as reasonably determined by us in utmost good faith. The Reasonable and Customary charges shall not in any event exceed the actual charges incurred.</p> <p>In determining whether a charge is Reasonable and Customary, we will make reference to any or all of the following (if applicable):-</p> <ul style="list-style-type: none"> (a) treatment or service fee statistics and surveys in the insurance or medical industry; (b) internal or industry claim statistics;



(c) gazette published by the Government; and/or

(d) other pertinent source of reference in the locality where the treatments, services or supplies are provided.

“Registered Chinese Medicine Practitioner”,
“Registered Physiotherapist”,
“Registered Chiropractor” and
“Registered Dentist”

shall mean a person who is legally recognized to perform services in the specialist area of their titled profession by the relevant government-recognised registration body in Hong Kong, or a body of equivalent standing at the place of treatment (as reasonably determined by us in utmost good faith) if such treatment is received outside Hong Kong.

If the practitioner is not duly recognized as specified above, we have the discretion to exercise reasonable judgement to determine whether such practitioner shall nonetheless be considered qualified and registered.

Notwithstanding the above, in no circumstance “Registered Chinese Medicine Practitioner”, “Registered Physiotherapist”, “Registered Chiropractor” and “Registered Dentist” shall include the following persons – the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by us in electronic or written form).

“Registered Medical Practitioner”,
“Registered Specialist”,
“Surgeon” and
“Anaesthetist”

shall mean a medical practitioner of western medicine,

(a) who is duly qualified and is registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong), or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by us in utmost good faith); and

(b) legally authorized for rendering relevant Medical Service in Hong Kong or the relevant jurisdiction outside Hong Kong where the Medical Service is provided to the Insured Person.

If the practitioner is not duly qualified and registered under the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by us in utmost good faith), we shall exercise reasonable judgement to determine whether such practitioner shall nonetheless be considered qualified and registered.

Notwithstanding the above, in no circumstance “Registered Medical Practitioner”, “Registered Specialist”, “Surgeon” and “Anaesthetist” shall include the following persons – the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family Insured Person or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by us in electronic or written form).

“Renewal”, “Renew”, or
“Renewed”

shall mean renewal of these Plan Terms and Conditions in accordance with their terms without any discontinuance.

“Sanctions”

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



"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.
"Spouse"	shall mean the lawful spouse or a Domestic Partner of an Associate.
"Standard Premium"	shall mean the basic premium for the coverage under this Plan, 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 Person.
"Standard Semi-Private Room"	shall mean a single or double occupancy room in a Hospital, with a shared bath or shower room.
"Standard Ward Room"	shall mean a room type in a Hospital that is of a quality below a Standard Semi-Private Room.
"Sum Insured"	shall mean the amount payable to the relevant Beneficiary in the event that an Insured Person eligible to death benefit dies as determined by the applicable Plan Level as stated in the Benefit Summary.
"Supplement"	shall mean any document which may add, delete, amend or replace the Plan Terms and Conditions. Supplement(s) shall include but is not limited to endorsement, rider, annex, schedule or table attached and issued with this Plan.
"we", "us", "our" or "Bowtie"	shall mean Bowtie Life Insurance Company Limited, and "We, "Us" or "Our" will have the same meaning.
"Wellness"	shall mean services or activities promoting physical or mental well-being.
"you", "your" or "Policy Holder"	shall mean the legal person who is a legal holder of this Plan and is named as the Policy Holder set out in Policy Schedule .