
BOWTIE LAST WISH BENEFIT RIDER (5/10/20 YEAR 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 this Rider is Sets out what your insurance benefits are, and how to claim them.	(a) Part 1: Summary — key facts and figures about this Rider
	(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 Sets out your responsibilities and rights under this Rider, other parts to this legal agreement, and what certain words mean.	(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
	(b) Part 7: What else makes this a valid legal agreement — other legal terms and conditions completing this agreement
	(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 Rider.

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 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

Chapter 1: What this Rider is	5
<i>Part 1: Summary</i>	6
1.1. Your cover in brief	6
1.2. Rider Benefit Summary	7
<i>Part 2: What is covered</i>	8
2.1. What is your Last Wish Benefit	8
2.2. What is your Compassionate Death Benefit	8
<i>Part 3: What is not covered</i>	9
3.1. What is excluded	9
<i>Part 4: How to claim</i>	11
4.1. Notice of claim	11
4.2. Filing proof of claim	11
4.3. Medical examination and autopsy	11
Chapter 2: What makes this a valid and legal agreement between you and Bowtie	12
<i>Part 5: What you need to do to keep this agreement valid</i>	13
5.1. What information we rely on from you	13
5.2. Premium payment, default and grace period	13
5.3. Change in place of residence	13
<i>Part 6: What changes you can make to this Rider</i>	15
6.1. Who is the owner of this Rider	15
6.2. How to change ownership of this Rider	15
6.3. Whom we make payment of benefits to	15
6.4. How to change the Beneficiary	16
6.5. What are your cancellation rights within the cooling-off period	16
6.6. What are your cancellation rights after the cooling-off period	16
6.7. What is your guaranteed renewal right	17
6.8. What is your right of changing the Rider Benefit Term	17
<i>Part 7: What else makes this a valid legal agreement</i>	19
7.1. Enforceable agreement	19
7.2. Compliance with conditions	19
7.3. Interpretation	19
7.4. Modification	19
7.5. Currency	19
7.6. Termination	20
7.7. Incontestability	20
7.8. Notices to us	20
7.9. Notices from us	20
7.10. Waiver	20
7.11. No third-party rights	21
7.12. Subrogation	21
7.13. Legal action	21
7.14. Governing law and arbitration	21
7.15. Compliance with law	22
Part 8: What terms mean	23

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**. It is important that you keep the information you have with us up-to-date, especially if you and/or 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 cancel it (see Sections 6.4 and 6.6) or it is terminated (see Section 7.7.6).

1.1.3. What is covered

(a) Last Wish Benefit: In the event that the Insured Person is diagnosed with a Terminal Illness while the Rider is in force, we will pay the Last Wish Benefit in the amount as stated in the Rider Benefit Summary to you or the Beneficiary (see Section 2.1).

(b) Compassionate Death Benefit: In the event that the Insured Person dies while the Rider is in force, we will pay the Compassionate Death Benefit in the amount as stated in the Rider Benefit Summary to the Beneficiary (see Section **Error! Reference source not found.**).

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. Rider Benefit Summary

Benefits	Coverage and Benefit Limits														
Last Wish Benefit	HKD300,000 – payable to you or the Beneficiary when the Insured Person is diagnosed with a Terminal Illness, subject to a waiting period of 180 days and a survival period of 14 days (see Part 3 below). We will pay this benefit only once. Afterwards this Rider will be automatically terminated.														
Compassionate Death Benefit	HKD100,000 – payable to the Beneficiary when the Insured Person dies. This benefit is only payable when the Last Wish Benefit has neither become payable nor been paid.														
Compensation Method and Renewal															
Compensation Method	Lump sum – we will pay in lump sum in the event the Last Wish Benefit or the Compassionate Death Benefit is payable.														
Rider Benefit Term, Premium, Renewal	Guaranteed renewal – at the end of each Rider Benefit Term and subject to the change in place of residence of the Insured Person (see Section 5.3). <table><tr><th>Rider Benefit Term</th><th>Renewal basis</th><th>Maximum Age for renewal of a Rider Benefit Term</th><th>Renewal basis after maximum Age</th></tr><tr><td>5 years</td><td>Renewable every 5 years</td><td>Age 95</td><td rowspan="3">Renewable yearly up to Age 100</td></tr><tr><td>10 years</td><td>Renewable every 10 years</td><td>Age 90</td></tr><tr><td>20 years</td><td>Renewable every 20 years</td><td>Age 80</td></tr></table> Except as provided in Section 5.3, within a Rider Benefit Term, the premium will remain level and guaranteed; upon Rider Renewal, the premium will be adjusted according to the prevailing premium schedule. The Rider Benefit Term shall at all times be the same as the Benefit Term of the Basic Policy. In case there is any change to or restart of the Benefit Term of the Basic Policy (as applicable), the Rider Benefit Term will be changed or restarted (as applicable) automatically to match the Benefit Term of the Basic Policy from the effective date of the change or restart (as applicable) of the Benefit Term of the Basic Policy.	Rider Benefit Term	Renewal basis	Maximum Age for renewal of a Rider Benefit Term	Renewal basis after maximum Age	5 years	Renewable every 5 years	Age 95	Renewable yearly up to Age 100	10 years	Renewable every 10 years	Age 90	20 years	Renewable every 20 years	Age 80
Rider Benefit Term	Renewal basis	Maximum Age for renewal of a Rider Benefit Term	Renewal basis after maximum Age												
5 years	Renewable every 5 years	Age 95	Renewable yearly up to Age 100												
10 years	Renewable every 10 years	Age 90													
20 years	Renewable every 20 years	Age 80													

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 Last Wish Benefit

- 2.1.1.** While this Rider is in force, upon the event that the Insured Person has been diagnosed with a Terminal Illness by a Registered Medical Practitioner or Registered Medical Specialist who is legally authorized to render medical services in Hong Kong or otherwise approved by us, this benefit shall be payable as stated in the Rider Benefit Summary.
- 2.1.2** In the event of any dispute in relation to your entitlement under the Last Wish Benefit, we have the right to refer such dispute to our appointed medical advisor and/or Registered Medical Specialist at our reasonable discretion for determination which shall be final and binding.

2.2. What is your Compassionate Death Benefit

- 2.2.1.** While this Rider is in force, upon the death of the Insured Person, in addition to any death benefit payable under the Basic Policy, this benefit shall be payable as stated in the Rider Benefit Summary.
- 2.2.2.** For the avoidance of doubt, we will not pay this benefit if the Last Wish Benefit has been paid or has become payable.

Part 3: What is not covered

3.1. What is excluded

3.1.1. No Last Wish Benefit will be payable under the Rider for Terminal Illness caused by or arising from directly or indirectly, wholly or partly, any of the following events and/or in the following circumstances:

- (a) Waiting period:** the Insured Person suffers from any illness, the sign(s) and/or symptom(s) of which are manifested within one-hundred-and-eighty (180) days following the Rider Effective Date (except for an illness caused directly by an Accident and diagnosed within ninety (90) days from the date of the Accident);
- (b) Survival period:** the Insured Person fails to survive at least fourteen (14) days from the date of the sign-off of the medical certificate(s) of diagnosis of the Terminal Illness by the Registered Medical Practitioner or Registered Medical Specialist who is legally authorized to render medical services in Hong Kong, or otherwise approved by us;
- (c) Pre-existing Condition(s);**
- (d) HIV and AIDS:** any illness, disease, ptomaines or infection (except infection which directly results from an accidental cut or wound). 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, except for (1) AIDS or HIV due to blood transfusion or (2) occupationally acquired HIV;
- (e) Drugs, suicide and illegal activities:**
 - (i) dependence, overdose or influence of drugs, alcohol, narcotics or similar drugs or agents;
 - (ii) intentional self-inflicted injuries;
 - (iii) attempted suicide or threatened suicide, while sane or insane;
 - (iv) illegal activity; or
 - (v) violation or attempted violation of the law, or resistance to arrest;
- (f) Armed forces:** participation in any armed force or peace-keeping activities;
- (g) Nuclear, biological, and chemical activities:** nuclear, biological, and chemical related activities. This includes, but is not limited to, nuclear fission, nuclear fusion, ionizing radiation or contamination by radioactivity from any nuclear fuel, nuclear waste resulting 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; or
- (h) War and terrorism:** revolutions and war (declared or undeclared), or acts of terrorism.

- 3.1.2.** No Compassionate Death Benefit will be payable under the Rider for death caused directly or indirectly, wholly or partly by the following events:
- (a) Suicide:** The Insured Person dies by suicide, whether sane or insane, within two (2) calendar years from the Rider Effective Date.
- 3.1.3.** If we allege that, by reason of this Section, any loss 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 cases of death must be notified as soon as practicable to us.
- 4.1.2. All claims 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 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. The claim for the Last Wish Benefit must be supported by the following documents:
 - (a) medical certificate(s) of diagnosis issued by a Registered Medical Practitioner or a Registered Medical Specialist who is legally authorized to render medical services in Hong Kong, or otherwise approved by us; and
 - (b) certificate(s) of confirmatory result from medical investigations issued by a Registered Medical Practitioner or a Registered Medical Specialist who is legally authorized to render medical services in Hong Kong, or otherwise approved by us including but not limited to, clinical, radiological, histological, and laboratory evidence.
- 4.2.3. The medical certificates referred to in Section 4.2.2 are subject to the approval of our medical advisor.
- 4.2.4. We may require any additional proof in support of the claim, including but not limited to originals of any documents.
- 4.2.5. 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 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, we may require, if appropriate and legally allowable, an autopsy at your cost.

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 place of residence, 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 also rely on that information to decide whether or not to apply Premium Loading to this Rider. 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 reserve the right to 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 of the Insured Person to a jurisdiction outside of Hong Kong that lasts or intends to last for one-hundred-and-eighty-three (183) days or more (whether on a continuous basis or otherwise) within any 12-month rolling period (the "**Residency Threshold**"), as follows:
 - (a) where the change of place of residence is intended to reach the Residency Threshold at the time of departure from Hong Kong, you must notify us no later than thirty (30) days before the date of departure; or
 - (b) where the change of place of residence was not intended to reach the Residency Threshold at the time of departure from Hong Kong but the Insured Person's cumulative period of residence outside of Hong Kong has reached the Residency Threshold, you must notify us within thirty (30) days of the date on which such threshold has been reached.

- 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 and/or Rider Exclusion to take effect from the Rider Anniversary immediately following our receipt of the notification.
- 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 and/or Rider Exclusion to take effect from the Rider Anniversary immediately following our receipt of the notification; or
 - (b) terminate the Rider from the Rider Anniversary immediately following our receipt of the notification and refund any premium(s) paid for the period in which no cover is in place, on a without interest basis.
- 5.3.4** If you fail to notify us of a change of place of residence of the Insured Person in accordance with Section 5.3.1 above and subsequently a claim is filed, no benefit will be payable.

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. For the Last Wish Benefit:

- (a) When the Last Wish Benefit under this Rider is payable and the Insured Person is alive, the Last Wish Benefit will be paid to you. If you are no longer alive when the Last Wish Benefit is to be paid, the Last Wish Benefit will be paid to your estate.
- (b) When the Last Wish Benefit under this Rider is payable, but the Insured Person dies before the Last Wish Benefit is paid, the Last Wish Benefit will be paid to the Beneficiary (unless otherwise provided under applicable law).
- (c) The interest of any joint Beneficiary who predeceases the Insured Person shall accrue to the surviving Beneficiaries in such proportion as they are nominated and, if no such nomination, equally.
- (d) If any Beneficiary, the Insured Person and/or you dies simultaneously, the Last Wish Benefit shall be paid to the same payee or payees and in the same manner as if the person who is older by age had died before the person who is younger by age.

6.3.2. For the Compassionate Death Benefit:

- (a) The Compassionate Death Benefit payable under this Rider will be paid to the Beneficiary (unless otherwise provided under applicable law). If no Beneficiary survives the Insured Person, then the Compassionate Death Benefit will be paid to you, or otherwise to your estate.
- (b) The interest of any joint Beneficiary who predeceases the Insured Person shall accrue to the surviving Beneficiaries in such proportion as they are nominated and, if no such nomination, equally.
- (c) If any Beneficiary dies simultaneously with the Insured Person, the Compassionate Death Benefit shall be paid to the same payee or payees and in the same manner as if the person who is older by age had died before the person who is younger by age.

- 6.3.3 Payment of benefits under this Rider to the above person(s) in the manner pursuant to Sections 0 and 6.3.2 shall be deemed as a good and full discharge of our obligations under this Rider.

6.4. How to change the Beneficiary

- 6.4.1. While this Rider is in force, and to the extent permitted by law, you may request to change the Beneficiary by giving us notice using our prescribed form. A change of Beneficiary will not be valid unless:
- (a) you 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
 - (b) such change has been confirmed by us by notice; and
 - (c) both you and the Insured Person are alive at the date of such confirmation notice.

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

- 6.5.1. Within the Rider Cooling-off Period, you may cancel the 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.
- 6.5.2. Your right to cancel under Section 6.5.1 does not apply at Rider Renewal.
- 6.5.3. If you cancel the Rider in accordance with Section 6.5.1:
- (a) we will consider the Rider void from the Rider Effective Date;
 - (b) the premium 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.

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

- 6.6.1. 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.
- 6.6.2. If you give us notice under Section 6.6.1, we will consider the Rider void from the Rider Monthiversary immediately following the above notice period, and your Rider will remain effective before the noted Rider Monthiversary.
- 6.6.3. For the avoidance of doubt, no refund of any premium(s) will be made for your cancellation of the Rider after the Rider Cooling-off Period.

¹ This is to protect the Beneficiary's position where a statutory trust arises under section 13 of the Married Persons Ordinance.

6.7. What is your guaranteed renewal right

6.7.1. Subject to the conditions set out at Section 6.7.2 below and while the Basic Policy is in force, your guaranteed right to renew this Rider without issuance of a new policy contract is as follows:

- (a) While the Insured Person's Age at the end of a Rider Benefit Term is at or below the maximum Age for renewal of a Rider Benefit Term as specified in the table below, the Rider Renewal for a further Rider Benefit Term is guaranteed at the end of that Rider Benefit Term.
- (b) Thereafter, the Rider Renewal is guaranteed on a yearly basis at each Rider Anniversary prior to the Insured Person's one-hundredth (100th) birthday.

Rider Benefit Term	Maximum Age for renewal of a Rider Benefit Term
5 years	95
10 years	90
20 years	80

6.7.2. Your guaranteed Rider Renewal right is subject to the following conditions:

- (a) you have paid the premium in advance based on the premium rate in force at the time of Rider Renewal;
- (b) you have complied with all of the Rider Terms and Conditions; and
- (c) 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.

6.7.3. We have the right to adjust the premium of this Rider upon Rider Renewal according to the prevailing premium schedule adopted by us on an overall Portfolio basis, but irrespective of the individual claim experience or any changes in the health conditions of the Insured Person. Any adjustment to the premium will be effective upon Rider Renewal.

6.7.4. Except for conditions specified under Sections 5.3.2(b) and 5.3.3(a), we shall notify you of any proposed adjustment to the premium at the next Rider Renewal by giving you at least thirty (30) days' notice prior to the date of the next Rider Renewal.

6.8. What is your right of changing the Rider Benefit Term

6.8.1. If we approve your request to change the Benefit Term and / or the Sum Insured of the Basic Policy, the Rider Benefit Term will be changed or restarted (as applicable) automatically to match the Benefit Term of the Basic Policy from the effective date of the change or restart (as applicable) of the Benefit Term of the Basic Policy. The premium payable after such a change will be calculated based on the new Rider Benefit Term and the attained Age of the Insured Person as at the date of Rider Renewal.

- 6.8.2.** For the avoidance of doubt, you may not change the Rider Benefit Term **without making the same change** to the Benefit Term of the Basic Policy.

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) when we pay the Last Wish Benefit;
- (b) the death of the Insured Person;
- (c) the date on which this Rider is cancelled or terminated;
- (d) the date on which the Basic Policy is cancelled or terminated; and
- (e) the Rider Anniversary immediately following the one-hundredth (100th) birthday of the Insured Person.

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. Incontestability

7.7.1 We will not contest the validity of this Rider during the lifetime of the Insured Person or treat it as void after it has been in force for two (2) years from the Rider Effective Date, except for fraud or instances as stated in:

- (a) Section 5.2.3 (e.g. non-payment at the expiration of the grace period);
- (b) Section 5.3.3(b) (e.g. new place of residence subject to Sanctions or war); and
- (c) Section 7.7.15.1 (e.g. the Rider becomes illegal).

7.7.2 Section 7.7.1 does not apply to any Supplement(s).

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, 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.
- 7.15.5** The Rider is intended for sale only in Hong Kong. If you, or anyone else with authority over or otherwise connected to this Rider (such as the Insured Person or the Beneficiary) is temporarily or permanently:

- (a) outside of Hong Kong; or
- (b) otherwise subject to the laws of any other place,

such that we reasonably believe that by complying with a particular term or condition we would breach any laws of Hong Kong or such other place, then we are entitled not to comply with such term or condition for any period of time we deem necessary, regardless of what such term or condition may provide.

This might include declining to service some of your requests related to this Rider. You agree we will not be liable for any losses, damages, claims, liabilities or costs you or any other relevant person may suffer from our exercise of our rights under this Section. The prior sentence continues to apply even if this Rider is cancelled or terminated for any reason.

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.
“Active Treatment”	shall mean one or a combination of Interventions prescribed by or administered under the direct supervision of a Registered Medical Practitioner or Registered Medical Specialist as the best clinical option for the Insured Person; and approved by the government, relevant authorities and/or recognized medical association of the jurisdiction where the treatment is sought; for the purpose of prolonging the Insured Person's survival and/or increasing the likelihood of medical resolution or complete medical recovery.
“Age”	shall mean the attained age.
“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.
“Beneficiary”	shall mean the person or persons designated as the "Beneficiary" under the Basic Policy.
“Compassionate Death Benefit”	shall mean the benefit described in Section 2.2.
“HKD”	shall mean Hong Kong dollars.
“Hong Kong”	shall mean the Hong Kong Special Administrative Region of the People's Republic of China.
“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 .
“Intervention”	shall mean cancer directed surgery, radiotherapy, cytotoxic chemotherapy, targeted therapy or immunotherapy. It does not include any treatment given solely as Palliative Treatment, hormonal therapy, or any other therapies or treatments not listed here.
“Last Wish Benefit”	shall mean the benefit described in Section 2.1.
“Palliative Treatment”	shall mean any services prescribed by the attending Registered Medical Practitioner that aims to holistically alleviate the physical,

psychological, social and spiritual needs of patients with life-threatening and life-limiting conditions and their families. The addressed needs must be a direct consequence of the life-threatening and life-limiting conditions concerned and the services rendered best be for the sole intention of improving the quality of care and/or facilitating a more peaceful dying process.

For the avoidance of doubt, services shall not be considered as Palliative Care if they are prescribed with the medically recognized intention of promoting medical resolution or recovery.

“Portfolio” shall mean all policies of same Rider Terms and Conditions and Rider Benefit Summary.

“Premium Loading” shall mean the additional premium on top of the Rider Standard Premium charged by us on you according to the additional risk assessed for the Insured Person, as notified to you in writing.

“Pre-existing Condition(s)” 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 Rider Issuance Date or the Rider Effective Date, whichever is earlier. An ordinary prudent person shall be reasonably aware of a Pre-existing Condition, where –

- (a) it has been diagnosed;
- (b) it has manifested clear and distinct signs or symptoms; or
- (c) medical advice or treatment has been sought, recommended or received.

“Registered Medical Practitioner” and “Registered Medical Specialist” shall mean a medical practitioner and specialist of western medicine,

- (a) who are duly qualified and 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 jurisdiction(s) outside Hong Kong (as reasonably determined by us in utmost good faith); and
- (b) legally authorized for rendering medical service in Hong Kong or the relevant jurisdiction outside Hong Kong.

If the practitioner or specialist is neither duly qualified and registered under the laws of Hong Kong nor a body of equivalent standing in jurisdiction(s) outside Hong Kong (as reasonably determined by us in utmost good faith), we have the discretion to exercise reasonable judgement to determine whether such practitioner or specialist shall nonetheless be considered qualified and registered.

Notwithstanding the above, in no circumstance “Registered Medical Practitioner” or “Registered Medical Specialist” shall include the

following persons – the Insured Person, the Policy Holder, an insurance intermediary, employer, employee, immediate family or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by us in electronic or written form).

“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 which sets out, among others, the benefit items and maximum benefits covered under this Rider.
“Rider Benefit Term”	shall mean the period of coverage specified in the Rider Policy Schedule. The Rider Benefit Term shall at all times be the same as the Benefit Term of the Basic Policy. In the event of any inconsistency between the Rider Benefit Term specified in the Rider Policy Schedule and the Benefit Term of the Basic Policy, the latter shall prevail
“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 Exclusion”	shall mean any exclusion of coverage under this Rider applied by us according to the additional risk assessed for the Insured Person, as notified to you in writing.
“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 Renewal”	shall mean the renewal of this Rider without any discontinuance.
“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 Person.
“Rider Terms and Conditions”	shall mean Part 1 to Part 8 of this document and shall include Rider Policy Schedule 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.
“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.
“Terminal Illness”	shall mean a medical condition that in the Registered Medical Practitioner or Registered Medical Specialist’s prudent professional judgment – (a) is in the advanced, progressive and irreversible stage of the average natural disease progression; (b) Active Treatment is no longer the best clinical option or Palliative Care has become the best clinical option for the Insured Person; and (c) for which conclusive and unequivocal diagnosis (with written confirmation) is provided by a Registered Medical Practitioner or Registered Medical Specialist who is legally authorized to render medical services in Hong Kong or otherwise approved by us, and confirmed by our appointed medical advisor and/or Registered Medical Specialist (whose opinion is conclusive), of a condition that is expected to result in the death of the Insured Person within twelve (12) months.
“we”, “us”, “our” or “Bowtie”	shall mean Bowtie Life Insurance Company Limited.
“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.

