
BOWTIE 定期危疾保險計劃

Bowtie 危疾保

想索償？請電郵至 cs@bowtie.com.hk，隨時與我們聯絡。

如需其他協助，請致電 3008-8123，或登入網站 www.bowtie.com.hk 與我們即時交談。

「香港製造」

歡迎加入 Bowtie。

我們感謝你的信任。

這是你的保單協議。你與 Bowtie 必須先達成法律協議，這份保單才能生效。這可保障你和我們的利益。

Bowtie 深信保險應該要以用家為本，條款要清晰及透明。因此，我們致力將本協議的條款編寫得簡單易明，方便你了解保障的內容。以下是本協議的大綱：

第 1 章 計劃簡介 載列你的保障及索償方法。	(a) 第 1 部份：概要 — 關於本計劃的重要資料及數字
	(b) 保障簡介 (i) 第 2 部份：承保事項 — 你擁有哪些保障以及保障何時適用 (ii) 第 3 部份：不保事項 — 不受保障的情況
	(c) 第 4 部份：索償方法 — 索償須知
第 2 章 你與 Bowtie 達成有效法律協議的條件 載列你在本計劃下的責任及權利、組成法律協議的其他部分以及部分詞語的涵義。	(a) 你的責任及權利 (i) 第 5 部份：如何確保本協議有效 (ii) 第 6 部份：你可以對本計劃作出哪些更改
	(b) 第 7 部份：令本協議成為有效法律協議的其他條件 — 構成本協議的其他法律條款及細則
	(c) 第 8 部份：主要用語和定義 — 闡述本協議中部分詞語的涵義

請務必於我們的電子平台檢閱以下文件，這些文件連同此保單協議構成了本計劃：

1. **保單資料頁** — 載列你向我們提供的資料。我們根據這些資料為你度身定制出你的保單。
2. **嚴重危疾及手術程序定義** — 載列包含與本計劃相關的醫療狀況及手術程序的詳細定義。

以下文件對你的協議亦十分重要：

1. 我們的**[使用條款](#)** — 載列你與我們就使用我們的電子平台及其他服務達成的合約。
2. 我們的**[私隱政策](#)** — 載列我們如何使用及保護你的資料。

請立即透過我們的電子平台細閱所有文件，以確保你明白及滿意你的保障。若你有任何疑問，請透過 hello@bowtie.com.hk 或其他客戶服務渠道與我們聯絡。

Bowtie 致力環保及實現無紙化，因此我們會盡量採用電子通訊。請定期更新你的聯絡方法，包括你的電郵地址及手機號碼，以便我們在需要時與你聯絡，為你提供最新資訊。

計劃內容

第 1 章：計劃簡介	6
第 1 部分：概要	7
1.1. 保障簡介	7
1.2. 保障概要	7
第 2 部分：承保事項	9
2.1. 嚴重危疾保障	9
2.2. 恩恤身故保障	10
第 3 部分：不保事項	11
3.1. 不保事項	11
第 4 部分：索償方法	13
4.1. 索償通知	13
4.2. 提交索償證據	13
4.3. 身體檢驗及屍體剖驗	14
第 2 章：你與 Bowtie 達成有效法律協議的條件	15
第 5 部分：如何確保本協議有效	16
5.1. 我們倚賴你所提供的資訊	16
5.2. 保費的繳交、欠繳及寬限期	16
5.3. 居住地的變更	16
第 6 部分：你可以對本協議作出哪些更改	18
6.1. 計劃持有人	18
6.2. 變更計劃的擁有權	18
6.3. 向誰作出賠償	18
6.4. 更改受益人	19
6.5. 在冷靜期內取消保單	19
6.6. 在冷靜期後取消保單	20
6.7. 續保權	20
6.8. 更改保額	20
第 7 部分：令本協議成為有效法律協議的其他條件	21
7.1. 可執行協議	21
7.2. 遵守細則	21
7.3. 註釋	21
7.4. 修改	21
7.5. 付款貨幣	21

7.6.	終止	22
7.7.	取消保單	22
7.8.	致我們的通知	22
7.9.	我們發出的通知	22
7.10.	寬免	22
7.11.	無第三者權利	23
7.12.	代位追討權	23
7.13.	法律訴訟	23
7.14.	規管法律及仲裁	23
7.15.	遵守法律	23
第 8 部分：主要用語和定義		25

第 1 章：計劃簡介

第 1 部分：概要

本部分概述你的保險的性質及主要特色。你的保障受本文件其餘部分所載的其他重要計劃條款及細則規限。

1.1. 保障簡介

1.1.1. 受保人

當保單資料頁內指定的受保人在香港居住時，本計劃承保受保人。請你務必適時更新向我們提供的資料，特別是當你及 / 或受保人發生重要人生大事，例如搬離香港。

只要你按時繳交保費及遵守計劃條款及細則，你將獲得本協議列明的保障。保單自保單生效日起生效，直至你或我們取消保單（分別參見第 6.5、6.6 及 7.7 條）或保單終止（參見第 7.6 條）為止。

1.1.2. 承保項目

如受保人在本計劃生效期間被診斷患有嚴重危疾或進行嚴重手術程序，我們會向你支付保額作為嚴重危疾保障 — 參見第 2.1 條。

如受保人在本計劃生效期間身故，我們會向受益人支付保額的 5% 作為恩恤身故保障 — 參見第 2.2 條。

更多保障詳情請參見第 2 部分。請你務必了解受保人可能不受保障的情況，詳情請參見第 3 部分。

1.2. 保障概要

保障項目	保障範圍、保障限額及索償方法
嚴重危疾保障	<p>保額 — 賠償受保人被診斷患有的嚴重危疾或進行的嚴重手術程序，須符合 90 日等候期及 14 日生存期的要求</p> <p>受保人僅可就此保障獲賠償一次，之後本計劃將會自動終止。</p>

恩恤身故保障	保額的 5% — 在受保人身故時賠償受益人 我們只會於沒有應付及沒有未曾支付的嚴重危疾保障的情況下賠償此保障。
賠償方式	一筆過支付 — 假若我們需作出嚴重危疾保障或恩恤身故保障賠償，我們會以一筆過方式支付
續保	每年保證續保 — 至 85 歲（參見第 6.7 及 7.6 條；受包括第 6.7.1 條下的條件及第 6.7.2 及 7.7.1 條下我們的權利約束）

第 2 部分：承保事項

本部分載列你在本計劃下的保障。下一部分（即第 3 部分）說明我們在哪些情況下不予承保。

2.1. 嚴重危疾保障

在本計劃生效期間，一旦受保人被診斷患有嚴重危疾或進行嚴重手術程序，我們將按照保障概要作出賠償。

此保障涵蓋以下嚴重危疾（如**嚴重危疾及手術程序定義**所載），並受以下條件約束（如適用）：

(A) 癌症	(D) 與主要器官和功能相關之疾病
1. 癌症	21. 再生障礙性貧血
(B) 與心臟相關之疾病	22. 末期肝病
2. 主動脈移植手術	23. 末期肺病
3. 冠狀動脈搭橋手術	24. 暴發性病毒性肝炎
4. 心臟病	25. 腎衰竭
5. 心瓣置換及修補	26. 主要器官移植
6. 其他嚴重的冠狀動脈疾病	27. 系統性紅斑狼瘡連狼瘡性腎炎
7. 原發性肺動脈高血壓	28. 系統性硬皮病
(C) 與神經系統相關之疾病	(E) 其他主要疾病
8. 亞爾茲默氏病	29. 因輸血而感染愛滋病/人體免疫力缺乏病毒
9. 植物人	30. 伊波拉
10. 細菌性腦（脊）膜炎	31. 因職業感染人體免疫力缺乏病毒
11. 良性腦腫瘤	32. 嚴重類風濕關節炎
12. 昏迷	33. 嚴重潰瘍性結腸炎
13. 腦炎	(F) 殘障
14. 嚴重頭部創傷	34. 失明
15. 運動神經元疾病	35. 失聰
16. 多發性硬化症	36. 失去一肢及一眼
17. 癱瘓	37. 喪失語言能力
18. 柏金遜症	38. 嚴重燒傷
19. 脊髓灰質炎	(G) 附加保障
20. 中風	39. 末期疾病
	40. 永久完全殘障 ^(a)
	41. 不能獨立生活 ^(b)
	42. 重大醫療情況 ^(c)

條件：

- (a) 受保人在被診斷為永久完全殘障之時年齡須介乎十八(18)歲至六十四(64)歲。
- (b) 受保人在被診斷為不能獨立生活之時年齡須介乎五(5)歲至六十四(64)歲。
- (c) 受保人在被診斷為處於重大醫療情況之時年齡須為六十九(69)歲或以下。

2.2. 恩恤身故保障

在本計劃生效期間，一旦受保人身故，我們將按照保障概要作出賠償。

第 3 部分：不保事項

3.1. 不保事項

3.1.1. 本計劃不會就直接或間接、全部或部分因以下任何一項引致的嚴重危疾賠償、嚴重手術程序或死亡及/或就以下情況作出賠償：

(a) 等候期：

- (i) 受保人患有的任何疾病的徵兆及/或症狀於保單生效日後九十(90)天內出現（直接由意外導致並且於意外發生九十(90)天內確診的疾病除外）；或
- (ii) 受保人進行的任何嚴重手術的起因及/或狀況於保單生效日後九十(90)天內出現（直接由意外導致並且於意外發生後九十(90)天內進行的手術除外）；

(b) **生存期**：受保人未能由診斷患上嚴重危疾或嚴重手術程序完成的日期起計（除被診斷為處於重大醫療情況（**嚴重危疾及手術程序定義**內所定義），則以手術程序後於重症監護病房（**嚴重危疾及手術程序定義**內所定義）留醫的出院日期起計）存活最少十四(14)天；

(c) 投保前已有病症；

(d) **人類免疫缺乏力病毒及愛滋病**：任何疾病、傷病、毒素或感染（直接由意外割傷或創傷引起的感染除外）。這包括感染任何人類免疫力缺乏病毒(HIV)及/或其任何相關疾病，包括愛滋病及/或其任何突變、衍生或變異，唯(1) 因輸血而感染愛滋病/人類免疫力缺乏病毒或(2) 因職業感染人體免疫力缺乏病毒（如於**嚴重危疾及手術程序定義**內所定義）除外；

(e) **毒品、自殺及非法活動**：

- (i) 倚賴或過量服用毒品、酒精、麻醉品或類似藥物或物質或受其影響；
- (ii) 故意自殘身體；
- (iii) 企圖或威脅自殺，不論神智清醒與否；
- (iv) 參與非法活動；或
- (v) 違法或企圖違法或拒捕；

- (f) **武裝部隊**：參加任何武裝部隊或維和活動；
- (g) **核、生物及化學活動**：與核、生物及化學相關活動。這包括但不限於任何核燃料，或核燃料或核武器燃燒產生的核廢料造成的核裂變、核聚變、電離輻射或放射性污染；或任何核、化學或生物恐怖主義行為，包括但不限於使用核、生物或化學武器及制劑；或
- (h) **戰爭及恐怖主義**：革命及戰爭（不論宣戰與否）、恐怖主義行為。

3.1.2. 若我們以本條為由指稱任何損失不受本計劃保障，則相反舉證責任應由你承擔。

第 4 部分：索償方法

本部分載列就本計劃提出索償的具體要求。

4.1. 索償通知

4.1.1. 所有涉及身故的索償均必須立即通知我們。

4.1.2. 所有索償必須在受保事件發生後九十(90)日內提交給我們。

4.1.3. 若證明以下條件符合，則索償不會只因未能按照上述第 4.1.1 及 4.1.2 條的要求發出通知而失效：

- (a) 該通知無法在合理可能的情況下發出；及
- (b) 索償通知已在合理可能的情況下盡快向我們發出。

4.2. 提交索償證據

4.2.1. 除非我們另有說明，否則你必須在受保事件發生後九十(90)日內提交附有我們要求的證明文件、表格及資料的索償通知，相關費用須由你承擔。

4.2.2. 就有關嚴重危疾的索償，你必須提交以下證明文件及其他在**嚴重危疾及手術程序定義**內就個別嚴重危疾所載的指定文件（如與下列不同）：

- (a) 註冊醫生或註冊專科醫生發出的診斷書；及
- (b) 醫學檢查的確認結果書，包括但不限於臨床，放射學，組織學和實驗室證據。

4.2.3. 就有關嚴重手術程序的索償，你必須提交由註冊醫生或註冊專科醫生發出的診斷書及其他在**嚴重危疾及手術程序定義**內就個別嚴重手術程序所載的指定文件（如有）。

4.2.4. 就第 4.2.2 和 4.2.3 條要求的診斷書須獲我們的醫學顧問確認。

4.2.5. 我們有權索取支持索償的任何額外證據，包括但不限於任何文件的正本。

- 4.2.6.** 若你提出的索償在任何方面具有欺詐性、缺乏根據、不正確、不完整或具誤導性，或你隱瞞任何資訊或與任何第三方串謀以獲取本計劃的保障，我們有權立即宣佈本計劃自保單生效日起無效。在此情況下，我們於本計劃下的責任僅限於退還已繳保費，不計利息，並有權追討我們已經向你作出的任何賠償。若我們保留本計劃，我們亦有權向你追討我們已經就任何不合資格的索償向你作出的任何賠償。

4.3. 身體檢驗及屍體剖驗

- 4.3.1.** 我們有權索取任何額外證據並要求受保人接受身體檢驗。若受保人身故，我們可能會在適當及法律允許的情況下要求進行屍體剖驗。一切相關費用須由你承擔。

第 2 章：你與 Bowtie 達成有效法律協議的條件

第 5 部分：如何確保本協議有效

本部分載列你作為本計劃持有人須承擔的責任，包括當受保人變更居住地時必須採取的措施，以及你不採取有關措施的後果。

5.1. 我們倚賴你所提供的資訊

- 5.1.1. 我們倚賴你在投保申請中提供的資料以決定是否接受該投保申請。我們亦倚賴該等資料來決定是否在本計劃中徵收附加保費。我們會將投保申請中的所有陳述視為申述而非保證。
- 5.1.2. 若投保申請中遺漏了事實或包含重大不正確或不完整的事實，我們有權宣佈本計劃自保單生效日起無效。在此情況下，我們於本計劃下的責任僅限於退還已繳保費，不計利息，而我們亦有權追討已支付給你的任何賠償。
- 5.1.3. 在根據本計劃受理投保申請、任何索償或作出任何賠償時，我們有權索取令我們信納的證據以證明受保人的年齡，相關費用須由你承擔。

5.2. 保費的繳交、欠繳及寬限期

- 5.2.1. 應於保費到期日或之前向我們繳交所有保費。
- 5.2.2. 在繳交首筆保費後，若未能於保費到期日或之前繳交後續保費，將視為欠繳保費。
- 5.2.3. 我們將給予保單持有人三十一(31)日繳交保費的寬限期，由每期保費的到期日起計。本計劃於寬限期內仍然有效，惟我們不會支付任何賠償，直至尚未繳交的保費已獲全數繳清。若在寬限期屆滿後保單持有人仍未繳清保費，本計劃將被視作於最初未繳保費的到期日起終止。

5.3. 居住地的變更

- 5.3.1. 若受保人遷居到香港境外的城市或國家，並擬永久或至少連續一百八十三(183)日居留該地，則你必須在其居住地變更後三十(30)日內通知我們。
- 5.3.2. 收到通知後，我們將立即終止保單，並將不計利息發還就不承保日子已繳交的保費。

- 5.3.3. 若你未能如上述第 5.3.1 條通知我們受保人居住地的變更，並在此後提出索償，則我們不會作出任何賠償。

第 6 部分：你可以對本協議作出哪些更改

本部分載列你作為本計劃的持有人可作出的更改，包括更改持有人及受益人。

6.1. 計劃持有人

6.1.1. 你是唯一有權行使本計劃提供的任何權利或特權的人。

6.2. 變更計劃的擁有權

6.2.1. 你在世之時：

- (a) 你可以通知我們要求轉讓本計劃的擁有權，是否批准轉讓完全由我們酌情決定。
- (b) 根據上述第 6.2.1(a)條進行的本計劃的擁有權的轉讓，應以準受讓人在擬轉讓時持有有效香港身份證，及我們收到準受讓人書面同意接受計劃條款及細則規限作為條件。

6.2.2. 若你身故：

- (a) 本計劃的擁有權將轉移給你的遺產管理人或遺囑執行人。
- (b) 根據上述第 6.2.2(a) 條進行的本計劃的擁有權的轉讓，應以我們收到令我們滿意的證據證明你已身故，及準受讓人(即你的遺產管理人或遺囑執行人)書面同意受計劃條款及細則規限作為條件。
- (c) 你身故之日將被視為根據上述第 6.2.2(a) 及(b) 條的本計劃的擁有權的轉讓的生效日期。
- (d) 若不符合上述第 6.2.2(b)條中的任何條件，則本計劃的擁有權將不會轉移給你的遺產管理人或遺囑執行人，而本計劃將被視為在你身故之日終止。

6.2.3. 任何擁有權變更均在我們批准該變更，並通知你及/或受讓人後才生效。

6.2.4. 自擁有權變更的生效日起，受讓人即成為保單持有人，並將受所有計劃條款及細則規限。受讓人將成為本計劃的絕對擁有人，並負責繳交保費，包括任何未繳保費。

6.3. 向誰作出賠償

6.3.1. 於受保人在世期間，本計劃下的任何嚴重危疾保障均應賠償給你，若你身故則納入你的遺產。

- 6.3.2. 除非適用法律另有規定，否則一旦受保人身故，本計劃下的恩恤身故保障將賠償給受益人。若當時已沒有在世受益人，則若你在世，這些保障將賠償給你，否則將納入你的遺產。
- 6.3.3. 倘若受益人多於一名，而其中一位受益人先於受保人身故，該已故受益人的利益將按指定之比例分配予其他在世之受益人，若無指定之比例，則平均分配。
- 6.3.4. 若受益人與受保人同時身故，恩恤身故保障將按照兩者之中年紀較長者先行身故之原則辦理。
- 6.3.5. 當我們按照上述第 6.3.1 至 6.3.4 條所述方式向上述人士賠付本計劃下的保障後，即應視為我們已妥善且完全履行本計劃就相關保障規定的責任。

6.4. 更改受益人

- 6.4.1. 在本計劃生效期間，且在法律允許的限度內，你可以透過遞交指定的表格通知我們，要求更改受益人。當滿足以下所有條件後，受益人的更改才視作有效：
- (a) 你能夠提供令我們信納的充分證據，證明未有法定或其他信託出現或被設立¹；
 - (b) 我們已透過通知確認該更改；及
 - (c) 你及受保人在確認受益人更改之日均在世。

6.5. 在冷靜期內取消保單

- 6.5.1. 你可以在冷靜期內取消本計劃，並取回全數已繳交的保費退款，前提是：
- (a) 我們在冷靜期內收到你要求我們取消本計劃的通知；及
 - (b) 在冷靜期內沒有已支付、將支付或待支付的賠償。
- 6.5.2. 上述第 6.5.1 條所述的取消權利並不適用於續保。
- 6.5.3. 若你根據上述第 6.5.1 條取消本計劃：
- (a) 我們會將本計劃視為自保單生效日起無效；
 - (b) 你將獲發還全數已繳交的保費，不計利息；及
 - (c) 我們無須根據計劃條款及細則承擔任何賠償責任。

¹ 此舉是為在根據《已婚者地位條例》第 13 條產生法定信託時保護受益人的地位。

6.6. 在冷靜期後取消保單

6.6.1. 在冷靜期後，只要提前至少三十(30)個工作日通知我們，你可以隨時取消本計劃。

6.6.2. 在收到你按照上述第 6.6.1 條的取消通知後，本計劃取消的生效日為上述通知期後的下個計劃週月日，本計劃在該計劃週月日前仍然有效。

6.7. 續保權

6.7.1. 若符合以下條件，你可透過按續保時有效的保費率繳交相關保費，在受保人八十五(85)歲生日前的每個計劃週年日續保本計劃，而無需簽發新的保單合約：

(a) 你一直遵守所有計劃條款及細則；及

(b) 你接受我們在續保時對計劃條款及細則作出的更改(如有)，而該更改是我們根據當時適用於所有與本計劃相同或大體相似的計劃之整體的條款及細則而制定。

6.7.2. 我們有權不續保你的保單及在續保日修改本計劃的應繳保費與計劃條款及細則。

6.8. 更改保額

6.8.1. 你只可以在續保時更改保額。

6.8.2. 你可以在下個續保日至少三十(30)個工作日前通知我們要求更改保額。

6.8.3. 保額更改在我們酌情決定批准，並通知你確認後才生效。

6.8.4. 如果你要求下調保額，而你要求的新保額不少於當時適用的最低保額(最低保額由我們不時決定)，我們通常會批准你的要求。

6.8.5. 如果你要求上調保額，而我們認為你要求的保額上調只適宜以簽定新保單的方式處理，我們通常會拒絕你的要求，並建議你申請新保單。

6.8.6. 假如我們批准你的更改保額要求，保額更改後的應付保費將按新保額計算。假如我們不批准你的更改保額要求，後續應付保費將按原保額計算。

第 7 部分：令本協議成為有效法律協議的其他條件

本部分載列你與 Bowtie 之間達成有效法律協議所需的其他重要資訊。

7.1. 可執行協議

7.1.1. 本計劃是一份保險單，是你作為保單持有人與我們作為保險人之間具有法律約束力的協議。只要你全數繳交首期保費，或者我們通知你已獲豁免首期保費，本計劃便會於保單生效日生效。

7.2. 遵守細則

7.2.1. 在我們根據本計劃履行任何法律責任支付任何款項前，你（或你的代理人）及 / 或受保人必須妥為遵守及履行所有計劃條款及細則中要求你及 / 或受保人應履行或遵守的任何事項。

7.3. 詮釋

7.3.1. 在本計劃中，按本計劃解釋所需，表示男性性別的用詞，其含義將包括女性性別；單數用詞的含義將包括複數，反之亦然。

7.3.2. 除另有說明外，本計劃的標題及標題陳述均作方便參考之用，不應影響本計劃的詮釋。

7.3.3. 所列時間均為香港時間。除非另有說明，否則本計劃中的一天或幾天是指日曆日或幾個日曆日。

7.3.4. 除另行釋義外，本計劃內的詞彙需以本計劃第 8 部分所載涵意詮釋。

7.3.5. 若計劃條款及細則的中文及英文版本存有歧義，將會以英文版本作準。

7.4. 修改

7.4.1. 我們保留權利在續保時以不少於三十(30)日提早通知更改計劃條款及細則。

7.4.2. 除非經我們正式授權的人員簽發（包括以電子方式簽署）批注證明，否則本計劃的任何變更（或對本計劃的任何條款或細則的任何寬免）均不具有約束力。

7.5. 付款貨幣

7.5.1. 在本計劃下的任何應付款額將以港元支付。

7.6. 終止

7.6.1. 本計劃將在以下情況自動終止，以最先者為準：

- (a) 我們賠償嚴重危疾保障；
- (b) 受保人身故；
- (c) 緊隨受保人八十五(85)歲生日之後的計劃週年日；及
- (d) 本計劃被取消或終止之日。

7.6.2. 除非另有說明，否則本計劃的終止不應影響在終止之前產生的任何索償。在本計劃終止後支付或接受任何保費，不應對我們產生任何法律責任，但我們將退還任何該等保費，不計利息。

7.7. 取消保單

7.7.1. 我們保留絕對權利隨時以不少於三十(30)日提早通知取消本計劃。我們將退還取消當日已繳交但保障仍未生效的保費，不計利息。

7.8. 致我們的通知

7.8.1. 你必須以電子或書面方式發出所有給予我們的通知。

7.9. 我們發出的通知

7.9.1. 我們將按照你告知我們的最新聯絡方法，以電子方式發出本計劃的任何通知。對於任何按照上述方式發出的通知，你將被視為於傳送日期和時間正式接獲。

7.10. 寬免

7.10.1. 你或我們（各為「一方」）就另外一方違反本計劃任何條文作出的寬免，將不會視為日後違反本計劃的同一條文或任何其他條文的寬免。任何一方不行使或延遲行使本計劃下的任何權利時，亦不會視作為放棄該權利。

7.10.2. 任何寬免必須經 Bowtie 及保單持有人雙方明確以書面同意方可生效。合約雙方仍須履行明確書面寬免範圍外，本計劃所列的權利和義務。

7.11. 無第三者權利

7.11.1. 任何非本計劃合約方的人士或實體（包括但不限於受保人或受益人），不能按《合約（第三者權利）條例》（香港法例第 623 章）執行任何計劃條款及細則。

7.12. 代位追討權

7.12.1. 我們有權以你或受保人的名義，對或需就導致本計劃作出賠償的事故負責的第三者進行追討。我們將在按本計劃支付賠償後行使此權利，所涉及費用由我們承擔。

7.12.2. 你需為任何該等第三者過失以及我們採取的任何行動，向我們提供所有相關的資料和協助。

7.12.3. 向任何該等第三者討回的款項歸我們所有，並以我們就本計劃支付的賠償金額為限。

7.13. 法律訴訟

7.13.1. 你不得在我們收到計劃條款及細則要求的所有索償證明之日起六十(60)天內提起訴訟，追討在計劃條款及細則下的任何索償金額。

7.13.2. 在適用法律的規限下，你只能在我們對本計劃任何索償作出最終決定之日起兩(2)年內，按照法律或衡平法就本計劃作出任何追討行動。

7.14. 規管法律及仲裁

7.14.1. 本計劃受香港法律管轄及闡釋。

7.14.2. 我們希望避免與你出現分歧，並願意與你合作解決任何分歧。不能如此解決的與本計劃有關的任何爭議、歧見或索償，包括有關本計劃的存在、有效性、詮釋、條款違反或任何其他有關非合約義務的爭議，均應按提交仲裁通知時生效的香港國際仲裁中心機構仲裁規則，轉介至香港國際仲裁中心以仲裁作最終解決。仲裁地為香港，法律程序應以英文進行。

7.14.3. 如果你想投訴，請隨時透過電郵 cs@bowtie.com.hk 聯絡我們。

7.15. 遵守法律

7.15.1. 如果本計劃在適用於你及 / 或受保人的法律下已經或將會不合法，我們有權宣告本計劃從不合法之日起失效。

- 7.15.2. 如果我們根據第 7.15.1 條宣告本計劃失效，我們將退還本計劃就失效期間已收取的保費，不計利息。
- 7.15.3. 如本計劃的任何部分被裁定為無效或不可執行，剩餘部分仍具有十足效力及作用。
- 7.15.4. 若我們會因向你提供任何保障而面臨任何制裁，則我們將不會提供保障，且無須根據本計劃賠償任何索償或提供任何保障。

第 8 部分：主要用語和定義

除另有規定，否則計劃條款及細則中使用的字詞及表述必須按照以下所述解釋：

「意外」	是指在本計劃生效期間因暴力、意外、外在及可見因素引致的突發及不可預見事件，該等事件完全超出受保人的控制。
「年齡」、「年紀」或「歲」	是指實際年齡。
「投保申請」	是指就本計劃向我們遞交的投保申請，包括與該投保申請有關的投保申請表格、問卷、任何已提交的文件或資料，以及已作出的陳述及聲明。這亦包括對該等資料的任何更新及改動。
「受益人」	是指在 保單資料頁 中指定為本計劃下受益人的一名或多名人士（可根據計劃條款及細則不時修訂）。
「保障概要」	是指上述第 1.2 條所載的保障概要，當中列明包含本計劃所涵蓋的保障項目及最高賠償限額。
「恩恤身故保障」	是指上述第 2.2 條所載的保障。
「冷靜期」	是指保單簽發日起二十一(21)日期間。
「嚴重危疾及手術程序定義」	是指本計劃條款及細則所附題為「 嚴重危疾及手術程序定義 」的補充文件，載列包含與本計劃相關的醫療狀況和手術程序的詳細定義。
「港元」	是指香港法定貨幣。
「香港」	是指中華人民共和國香港特別行政區。
「受保人」	是指本計劃所保障，並在 保單資料頁 中列為「受保人」的人士。
「嚴重危疾」	是指在 嚴重危疾及手術程序定義 中所指的「嚴重危疾」。
「嚴重危疾保障」	是指上述第 2.1 條所載的保障。

「嚴重手術程序」	是指在 嚴重危疾及手術程序定義 中所指的「嚴重手術程序」。
「醫療所需」	是指就「嚴重手術程序」而言，我們認為所符合的下列情況： (a) 根據受傷或患病的症狀及調查結果或診斷及治療判斷為必需、適當及一致； (b) 符合公認的醫學標準，而非實驗性或調查性質； (c) 並非為對受保人、保單持有人、醫師或任何其他人士帶來方便而提供；及 (d) 不能省卻，否則會對受保人的健康狀況產生不利影響。
「本計劃」	是指由我們承保及簽發的計劃條款及細則中列明的保險單，作為你與我們之間的協議。
「計劃週年日」	是指於本計劃仍然生效時，保單生效日後每年與保單生效日相同的那一月和日。若保單生效日為閏年的 2 月 29 日，計劃週年日於隨後的平年則為 2 月 28 日。
「計劃週月日」	是指於本計劃仍然生效時，保單生效日後每月與保單生效日相同的那一日。若該日子在月份中不存在，則指該月的最後一日。
「計劃條款及細則」	是指本計劃的第 1 至 8 部分，包括 保單資料頁 、 嚴重危疾及手術程序定義 及任何補充文件。
「保單生效日」	是指在 保單資料頁 中載明，計劃條款及細則生效的第一日。
「保單簽發日」	是指在 保單資料頁 中載明，首次簽發計劃條款及細則的日期。
「保單資料頁」	是指題為「 保單資料頁 」的文件，載列包含你向我們提供的資料。
「同一類別保單」	是指所有具備相同計劃條款及細則及保障概要的保單。

「投保前已有病症」 是指受保人於保單簽發日或保單生效日(以較早日期為準)前已存在的任何不適、疾病、受傷、生理、心理或醫療狀況或機能退化，包括先天性疾病。在以下情況發生時，一般審慎人士理應已察覺到投保前已有病症：

- (a) 病症已被確診；
- (b) 病症已出現清楚明顯的病徵或症狀；或
- (c) 已尋求、獲得或接受醫療建議或治療。

「註冊醫生」及「註冊專科醫生」 是指符合以下資格的西醫及專科醫生：

(a) 具有正式資格並已按《醫療註冊條例》（香港法例第 161 章）在香港醫務委員會註冊，或在香港境外的司法管轄區內由我們絕對真誠及合理地認為具有同等效力的團體註冊；及

(b) 在香港或香港境外的司法管轄區，經當地法例許可提供醫療服務。

若該醫生或專科醫生未能按香港法例或在香港以外的司法管轄區具有同等效力的團體註冊（由我們絕對真誠及合理地決定），我們可酌情作出合理的判斷，以決定該醫生或專科醫生是否仍被視為符合資格及已註冊。

儘管如此，下列人士在任何情況下均不得包括在「註冊醫生」或「註冊專科醫生」內 – 受保人、保單持有人、保單持有人及 / 或受保人的保險中介人、僱主、僱員、直系親屬或業務夥伴（除非事先經我們以電子或書面方式批准）。

「附加保費」 是指我們因承受受保人的額外風險向你收取標準保費以外的額外保費。

「續保」 是指計劃條款及細則不曾中斷地繼續承保。

「制裁」 是指聯合國的任何決議，香港、加拿大、歐盟、英國、美利堅合眾國或其他適用司法管轄區的貿易及/或經濟制裁、法律及/或法規。

「標準保費」 是指我們向你就本計劃保障所收取的基本保費，適用於所有同一類別保單。保費可按受保人的年齡、性別及 / 或生活方式等因素進行調整。

「保額」 是指在**保單資料頁**中列明為「保額」的金額（可根據計劃條款及細則不時修訂）。

- 「補充文件」 是指任何對計劃條款及細則作出增刪、修改或取替的文件。補充文件包括但不限於附加於本計劃並一併發出的批注、附文、附件、附錄或附表(如有)。
- 「我們」、「我們的」、「Bowtie」 是指保泰人壽保險有限公司。
- 「你」、「你的」或「保單持有人」 是指本計劃的合法持有人，並於**保單資料頁**中列為「保單持有人」或根據上述第 6.2 條擁有權轉移生效時被列為受讓人的人士。

BOWTIE TERM CRITICAL ILLNESS INSURANCE PLAN

Bowtie Term Critical Illness

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 and figures 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 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 Plan, other parts to this 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 — 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 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. **Definitions of Major Critical Illnesses and Surgical Procedures** - This sets out, among others, the detailed definitions of the medical conditions and surgical procedures relating to this Plan.

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 your Plan contains

Chapter 1: What your Plan is	5
<i>Part 1: Summary</i>	6
1.1. Your cover in brief	6
1.2. Benefit Summary	6
<i>Part 2: What is covered</i>	8
2.1. What is your Major Critical Illness Benefit	8
2.2. What is your Compassionate Death Benefit	9
<i>Part 3: What is not covered</i>	10
3.1. What is excluded	10
<i>Part 4: How to claim</i>	12
4.1. Notice of claim	12
4.2. Filing proof of claim	12
4.3. Medical examination and autopsy	13
Chapter 2: What makes this a valid and legal agreement between you and Bowtie	14
<i>Part 5: What you need to do to keep this agreement valid</i>	15
5.1. What information we rely on from you	15
5.2. Premium payment, default and grace period	15
5.3. Change of residency	15
<i>Part 6: What changes you can make to this Plan</i>	16
6.1. Who is the owner of the Plan	16
6.2. How to change ownership of the Plan	16
6.3. Whom we make payment of benefits to	16
6.4. How to change the Beneficiary	17
6.5. What are your cancellation rights within the Cooling-off Period	17
6.6. What are your cancellation rights after the Cooling-off Period	17
6.7. What is your Renewal right	18
6.8. What is your right of changing Sum Insured	18
<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. Cancellation	20
7.8. Notices to us	20
7.9. Notices from us	20
7.10. Waiver	20
7.11. No third-party rights	20
7.12. Subrogation	21
7.13. Legal action	21
7.14. Governing law and arbitration	21
7.15. Compliance with law	21
Part 8: What terms mean	22

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 Insured Person named in the **Policy Schedule** while the Insured Person resides in Hong Kong. It is important that you keep the information you have with us up-to-date, especially if 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 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, 6.6 and 7.7 respectively) or it is terminated (see Section 7.6).

1.1.2. What is covered

In the event that the Insured Person is diagnosed with a Major Critical Illness or undergoes a Major Surgical Procedure while the Plan is in force, we will pay the Sum Insured as the Major Critical Illness Benefit to you (see Section 2.1).

In the event that the Insured Person dies while the Plan is in force, we will pay 5% of the Sum Insured as the Compassionate Death Benefit to the Beneficiary (see Section 2.2).

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

1.2. Benefit Summary

Benefits	Coverage, Benefit Limits and Claim Methods
Major Critical Illness Benefit	<p>Sum Insured – payable when the Insured Person is diagnosed with a Major Critical Illness or undergoes a Major Surgical Procedure, subject to a waiting period of 90 days and a survival period of 14 days.</p> <p>We will pay this benefit only once. Afterwards this Plan will be automatically terminated.</p>
Compassionate Death Benefit	<p>5% of Sum Insured – payable to the Beneficiary when the Insured Person dies.</p> <p>This benefit is only payable when the Major Critical Illness Benefit has neither become payable nor been paid.</p>

Claim Method	Lump sum – we will pay in lump sum in the event the Major Critical Illness Benefit or the Compassionate Death Benefit is payable.
Renewal	Yearly Guarantee Renewal – up to Age 85 (see Sections 6.7 and 7.6; subject to, among others, conditions under Section 6.7.1 and our rights under Sections 6.7.2 and 7.7.1).

Part 2: What is covered

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

2.1. What is your Major Critical Illness Benefit

While this Plan is in force, upon the event that the Insured Person is diagnosed with a Major Critical Illness or undergoes a Major Surgical Procedure, this benefit shall be payable as stated in the Benefit Summary.

This benefit covers the following Major Critical Illness (as specified in the **Definitions of Major Critical Illnesses and Surgical Procedures**), subject to the following conditions (if applicable):

(A)	Cancer	(D)	Illnesses related to Major Organs and Functions
1.	Cancer	21.	Aplastic Anaemia
(B)	Illnesses related to the Heart	22.	End-Stage Liver Disease
2.	Aorta Graft Surgery	23.	End-Stage Lung Disease
3.	Coronary Artery By-Pass Grafts	24.	Fulminant Viral Hepatitis
4.	Heart Attack	25.	Kidney Failure
5.	Heart Valve Replacement or Repair	26.	Major Organ Transplant
6.	Other Serious Coronary Artery Disease	27.	Systemic Lupus Erythematosus (SLE) with Lupus Nephritis
7.	Primary Pulmonary Arterial Hypertension	28.	Systemic Scleroderma
(C)	Illnesses related to the Nervous System	(E)	Other Major Illnesses
8.	Alzheimer's Disease	29.	AIDS/HIV due to Blood Transfusion
9.	Apallic Syndrome	30.	Ebola
10.	Bacterial Meningitis	31.	Occupational Acquired HIV
11.	Benign Brain Tumour	32.	Severe Rheumatoid Arthritis
12.	Coma	33.	Severe Ulcerative Colitis
13.	Encephalitis	(F)	Disabilities
14.	Major Head Trauma	34.	Blindness
15.	Motor Neurone Disease	35.	Loss of Hearing
16.	Multiple Sclerosis	36.	Loss of One Eye and One Limb
17.	Paralysis of Limbs	37.	Loss of Speech
18.	Parkinson's Disease	38.	Major Burns
19.	Poliomyelitis	(G)	Supplementary Coverages
20.	Stroke	39.	Terminal Illness
		40.	Total Permanent Disability ^(a)
		41.	Loss of Independent Existence ^(b)
		42.	Major Medical Treatment ^(c)
Conditions:			
(a) The Insured Person's Age shall be between eighteen (18) and sixty-four (64) at the time of the diagnosis of the Total Permanent Disability.			
(b) The Insured Person's Age shall be between five (5) and sixty-four (64) at the time of the diagnosis of the Loss of Independent Existence.			
(c) The Insured Person's Age shall be sixty-nine (69) or below at the time of the Major Medical Treatment.			

2.2. What is your Compassionate Death Benefit

While this Plan is in force, upon the death of the Insured Person, this benefit shall be payable as stated in the Benefit Summary.

Part 3: What is not covered

3.1. What is excluded

3.1.1. No benefit will be payable under the Plan for Major Critical Illness, Major Surgical Procedure or death caused directly or indirectly, wholly or partly by any of the following events and/or in the following circumstances:

(a) Waiting period:

- (i) the Insured Person suffers from any illness the sign(s) and/or symptom(s) of which are manifested within ninety (90) days following the Policy Effective Date (except for an illness caused directly by an Accident and diagnosed within ninety (90) days from the date of the Accident); or
- (ii) the Insured Person undergoes a surgery the cause(s) and/or condition(s) of which are manifested within ninety (90) days following the Policy Effective Date (except for a surgery caused directly by an Accident and undergone within ninety (90) days from the date of the Accident);

(b) Survival period: the Insured Person fails to survive for at least fourteen (14) days from the date of diagnosis of the Major Critical Illness and/or the completion of the Major Surgical Procedure (except for the Major Medical Treatment (as defined in the **Definitions of Major Critical Illnesses and Surgical Procedures**), where the fourteen (14) -day survival period will commence from the date of discharge from the post-surgical care in the Intensive Care Unit (as defined in the **Definitions of Major Critical Illnesses and Surgical Procedures**));

(a) Pre-existing Condition(s);

(b) 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/HIV due to Blood Transfusion or (2) Occupationally Acquired HIV (as defined in the **Definitions of Major Critical Illnesses and Surgical Procedures**);

(c) 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;

(d) Armed forces: participation in any armed force or peace-keeping activities;

(e) 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

(f) War and terrorism: revolutions and war (declared or undeclared), or acts of terrorism.

3.1.2. If we allege that, by reason of this Section, any loss 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 what is required of you for making a claim under your Plan.

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. 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 Major Critical Illness must be supported by the following documents and any other documents specified in the **Definition of Major Critical Illnesses and Surgical Procedures** in respect of individual Major Critical Illness:
 - (a) a medical certificate(s) of diagnosis issued by a Registered Medical Practitioner or a Registered Medical Specialist ; and
 - (b) a certificate(s) of confirmatory result from medical investigations including but not limited to, clinical, radiological, histological, and laboratory evidence.
- 4.2.3. The claim for Major Surgical Procedure must be supported by a medical certificate(s) issued by a Registered Medical Practitioner or a Registered Medical Specialist and other documents specified in respect of individual Major Surgical Procedures in the **Definition of Major Critical Illnesses and Surgical Procedures**, if different.
- 4.2.4. The medical certificates referred to in Sections 4.2.2 and 4.2.3 is subject to the approval of our medical adviser.
- 4.2.5. We may require any additional proof in support of the claim, including but not limited to originals of any documents.
- 4.2.6. 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 Plan, we may immediately declare this Plan void from the Policy Effective Date. If this happens, our liability under this Plan 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 Plan, including what you must do if there are changes in the Insured Person's residency, and what happens if you do not do what is required.

5.1. What information we rely on from you

- 5.1.1.** We rely on the information you provided in the Application in deciding whether or not to accept the Application. We also rely on that information to decide whether or not to apply Premium Loading to this Plan. We will treat all statements made in the Application as 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 this happens, our liability under this Plan will be limited to returning the amount of premiums paid without interest. We may recover any benefit previously paid.
- 5.1.3.** We may require proof of the Insured Person's Age to our satisfaction at your cost at the time of processing the Application and any claim or payment of benefit under this Plan.

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 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 premium is not yet fully paid at the expiration of the grace period, this Plan shall be deemed to be terminated immediately on the date on which the unpaid premium is first due.

5.3. Change of residency

- 5.3.1.** You must inform us within thirty (30) days of a change of residency of the Insured Person to a city or country outside of Hong Kong that is proposed to last permanently or for one-hundred-and-eighty-three (183) consecutive days or more.
- 5.3.2.** Upon notification, we will terminate the policy immediately and refund premium(s) paid for the period in which no cover will be in place without interest.
- 5.3.3.** If you fail to notify us of a residency change 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 Plan

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

6.1. Who is the owner of the Plan

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

6.2. How to change ownership of the Plan

6.2.1. While you are alive:

- (a) You may request transfer of the ownership of this Plan by notifying us. Approval of such request is entirely at our discretion.
- (b) The transfer of ownership of this Plan in accordance with Section 6.2.1(a) above shall be conditional upon the proposed transferee being a holder of a valid Hong Kong Identity Card at the time of the proposed transfer and our receipt of the proposed transferee's written consent to be bound by the Plan Terms and Conditions.

6.2.2. If you die:

- (a) The ownership of this Plan shall be transferred to the administrator or executor of your estate.
- (b) The transfer of ownership of this Plan in accordance with Section 6.2.2(a) above shall be conditional upon our receipt of satisfactory evidence of your death and the proposed transferee's (i.e. the administrator or executor of your estate) written consent to be bound by the Plan Terms and Conditions.
- (c) The effective date of the transfer of ownership of this Plan in accordance with Sections 6.2.2(a) and (b) above shall be deemed to be the date of your death.
- (d) If any of the conditions in Section 6.2.2(b) above are not met, ownership of this Plan shall not be transferred to the administrator or executor of your estate and this Plan shall be deemed to be terminated on the date of your death.

6.2.3. Any change of ownership shall not be effective until we have approved it and notified you and/or the transferee of the approval.

6.2.4. From the effective date of the change of ownership, the transferee will become the Policy Holder, and will be subject to all the Plan Terms and Conditions. The transferee will become the absolute owner of this Plan and be responsible for the payment of premiums, including any outstanding premiums.

6.3. Whom we make payment of benefits to

6.3.1. When the Insured Person is alive, any Major Critical Illness Benefit payable under this Plan will be paid to you, or otherwise to your estate.

6.3.2. If the Insured Person dies, then the Compassionate Death Benefit payable under this Plan will be paid to the Beneficiary (unless otherwise provided under applicable law). If no Beneficiary survives the Insured Person, then these benefits will be paid to you if you are alive, or otherwise to your estate.

- 6.3.3.** The interest of any joint Beneficiaries who predeceases the Insured Person shall accrue to the surviving Beneficiaries in such proportion as they are nominated and, if no such nomination, equally.
- 6.3.4.** 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.
- 6.3.5.** Payment of benefits under this Plan to the above person(s) in the manner pursuant to Sections 6.3.1 to 6.3.4 above shall be deemed as a good and full discharge of our obligations in respect of the relevant benefit under this Plan.

6.4. How to change the Beneficiary

- 6.4.1.** While this Plan 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 Cooling-off Period, you may cancel the Plan and receive a full refund of premium(s) paid so long as:
- (a) within the Cooling-off Period, we receive a notice from you requesting that we cancel the Plan; and
 - (b) no benefit payment has been made, is to be made, or is pending during the Cooling-off Period.
- 6.5.2.** Your right to cancel under Section 6.5.1 above does not apply at Renewal.
- 6.5.3.** If you cancel the Plan in accordance with Section 6.5.1 above:
- (a) we will consider the Plan void from the Policy Effective Date;
 - (b) the premium(s) paid will be fully refunded to you without interest; and
 - (c) we will not be liable to make any payment under the Plan Terms and Conditions.

6.6. What are your cancellation rights after the Cooling-off Period

- 6.6.1.** After the expiry of the Cooling-off Period, you may cancel the Plan anytime by giving us at least thirty (30) working days' notice.

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

- 6.6.2.** If you give us notice under Section 6.6.1 above, we will consider the Plan void from the Plan Monthiversary after the month in which the notice period noted above expires, and your Plan will remain effective before the noted Plan Monthiversary.

6.7. What is your Renewal right

- 6.7.1.** This Plan may be Renewed, without issuance of a new policy contract, on each Plan Anniversary prior to the Insured Person's eighty-fifth (85th) birthday by payment of the relevant premium in advance based on the premium rate in force at the time of Renewal if:
- (a) you have complied with all of the Plan Terms and Conditions; and
 - (b) you accept the changes in 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.
- 6.7.2.** We reserve the right not to Renew your policy and to revise the premium payable under this Plan and the Plan Terms and Conditions on the date of such Renewal.

6.8. What is your right of changing Sum Insured

- 6.8.1.** You may only change the Sum Insured at Renewals.
- 6.8.2.** You may request to change the Sum Insured by giving us at least thirty (30) working days' notice prior to the date of the next Renewal.
- 6.8.3.** A change of the Sum Insured will be valid only when such change has been approved by us at our discretion and confirmed by us in our notice to you.
- 6.8.4.** If you request to decrease the Sum Insured and your requested new Sum Insured is not less than the then applicable minimum sum insured (which we may decide from time to time), we will generally approve your request.
- 6.8.5.** If you request to increase the Sum Insured and we consider that your requested increase is only appropriate with the issuance of a new policy contract, we will generally reject your request and suggest that you apply for a new policy.
- 6.8.6.** If we approve your request to change the Sum Insured, the premium payable after such a change will be calculated based on the new Sum Insured. If we do not approve your request to change the Sum Insured, the premium payable will continue to be calculated based on the original Sum Insured.

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 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 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 (or anyone acting on your behalf) and/or the Insured Person duly observe and fulfil 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 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 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. Modification

- 7.4.1.** We reserve the right to revise the Plan Terms and Conditions upon Renewal by giving at least thirty (30) days' advance 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.

7.6. Termination

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

- (a) when we pay the Major Critical Illness Benefit;
- (b) the death of the Insured Person;
- (c) the Plan Anniversary immediately following the eighty-fifth (85th) birthday of the Insured Person; and
- (d) the date on which this Plan is cancelled or terminated.

7.6.2. Termination of this Plan 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 Plan shall not create any liability upon us but we will refund any such premium without interest.

7.7. Cancellation

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

7.8. Notices to us

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

7.9. Notices from us

7.9.1. Any notice to be given by us under this Plan 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 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, the Insured Person and the 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 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. 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 Plan.

7.13. Legal action

- 7.13.1.** No legal action shall be brought by you to recover any claim amount payable under the Plan Terms and Conditions within the first sixty (60) days from the date we receive all proof of claims required by the Plan Terms and Conditions.
- 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 disagreement 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, 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 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 above, we will refund the premium we received for the period during which the Plan is void without interest.
- 7.15.3.** In the event any part of this Plan 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 Plan.

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 nature which occurs entirely beyond the control of the Insured Person while this Plan is in force.
“Age”	shall mean the attained age.
“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.
“Beneficiary”	shall mean the person or persons designated as the "Beneficiary" in the Policy Schedule (as may be amended from time to time in accordance with these Plan Terms and Conditions).
“Benefit Summary”	shall mean the summary of benefits contained in Section 1.2 above which sets out, among others, the benefit items and maximum benefits covered under the Plan.
“Compassionate Death Benefit”	shall mean the benefit described in Section 2.1 above.
“Cooling-off Period”	shall mean a period of twenty-one (21) days after the Policy Issuance Date.
“Definitions of Major Critical Illnesses and Surgical Procedures”	shall mean the supplementary document entitled “ Definitions of Major Critical Illnesses and Surgical Procedures ” attached to the Plan Terms and Conditions which sets out, among others, the detailed definitions of the medical conditions and surgical procedures relating to this Plan.
“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 this Plan, and named as the “Insured Person” in the Policy Schedule .
“Major Critical Illness”	shall have the meaning ascribed to it in the Definitions of Major Critical Illnesses and Surgical Procedures .
“Major Critical Illness Benefit”	shall mean the benefit described in Section 2.1 above.

"Major Surgical Procedures"	shall have the meaning ascribed to it in the Definitions of Major Critical Illnesses and Surgical Procedures .
"Medically Necessary"	<p>shall mean the conditions in respect of the Major Surgical Procedure, 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 injury or sickness; (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.
"Plan"	shall mean the insurance policy set out in the Plan Terms and Conditions underwritten and issued by us, which is the agreement 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 Monthiversary"	shall mean the same day as the Policy Effective Date in each succeeding month after the Policy Effective Date while this Plan remains in force. If the day does not exist in the respective month, this shall refer to the last day of that month.
"Plan Terms and Conditions"	shall mean Part 1 to Part 8 of this Plan and shall include Policy Schedule, Definitions of Major Critical Illnesses and Surgical Procedures and any Supplement(s).
"Policy Effective Date"	shall mean the date when these Plan Terms and Conditions first become effective as specified in the Policy Schedule .
"Policy Issuance Date"	shall mean the date of first issuance of these Plan Terms and Conditions as specified in the Policy Schedule .
"Policy Schedule"	shall mean the document entitled " Policy Schedule " which contains, among others, the information you provided to us.
"Portfolio"	shall mean all policies of the same Plan Terms and Conditions and Benefit Summary.

"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 Policy Issuance Date or the Policy 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).

"Premium Loading"

shall mean the additional premium on top of the Standard Premium charged by us on you according to the additional risk assessed for the Insured Person.

"Renewal", "Renew", or "Renewed"

shall mean the renewal of these Plan Terms and Conditions without any discontinuance.

"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.

"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.
"Sum Insured"	shall mean the sum of money specified as the "Sum Insured" in the Policy Schedule (as may be amended from time to time in accordance with these Plan Terms and Conditions).
"Supplement(s)"	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 to and issued with this Plan (if any).
"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 this Plan and is named as the "Policy Holder" set out in the Policy Schedule or the transferee in the event there is an effective change of ownership in accordance with Section 6.2 above.