
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 (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 (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 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 in Place of Residence	15
<i>Part 6: What changes you can make to this Plan</i>	17
6.1. Who is the owner of the Plan	17
6.2. How to change ownership of the Plan	17
6.3. Whom we make payment of benefits to	17
6.4. How to change the Beneficiary	18
6.5. What are your cancellation rights within the Cooling-off Period	18
6.6. What are your cancellation rights after the Cooling-off Period	18
6.7. What is your guaranteed Renewal right	19
6.8. What is your right of changing the Sum Insured	19
<i>Part 7: What else makes this a valid legal agreement</i>	20
7.1. Enforceable agreement	20
7.2. Compliance with conditions	20
7.3. Interpretation	20
7.4. Modification	20
7.5. Currency	20
7.6. Termination	20
7.7. Incontestability	21
7.8. Notices to us	21
7.9. Notices from us	21
7.10. Waiver	21
7.11. No third-party rights	21
7.12. Subrogation	22
7.13. Legal action	22
7.14. Governing law and arbitration	22
7.15. Compliance with law	22
Part 8: What terms mean	24

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**. It is important that you keep the information you have with us up-to-date, especially if you and/or the Insured Person have/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 cancel it (see Sections 6.5 and 6.6) 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	<p>Lump sum – we will pay in lump sum in the event the Major Critical Illness Benefit or the Compassionate Death Benefit is payable.</p>

Renewal	Yearly Guarantee Renewal – up to Age 85 (see Sections 6.7 and 7.6; subject to, among others, Sections 5.3.3 (b). 6.7.1 and 6.7.2)
---------	--

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**));

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

(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.** 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:
 - (a) 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 reserve the right to recover any benefit previously paid; or
 - (b) preserve this Plan and we reserve the right to recover any benefit previously paid 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 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 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.** Subject to Section 7.7.1(a), if the Application omits facts or contains materially incorrect or incomplete facts, we reserve the right to 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 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 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 in Place of Residence

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

discretion:

- (a) endorse the change of Place of Residence of the Insured Person, subject to the application of any new Premium Loading upon Renewal to reflect any change in risks associated with the change of Place of Residence of the Insured Person; or
- (b) decide not to Renew the Plan and refund any premium(s) paid for the period in which no cover will be in place without interest.

5.3.4. Unless otherwise specified, this Plan contains no restrictions with respect to where the Insured Person travels to, studies or works.

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 guaranteed Renewal right

- 6.7.1.** Subject to Section 5.3.3(b), you have a guaranteed right to Renew this Plan, 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 have the right to adjust the premium upon 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 Renewal.
- 6.7.3.** 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 Renewal by giving you at least thirty (30) days' notice prior to the date of the next Renewal.

6.8. What is your right of changing the 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 your requested new Sum Insured is not more than the then applicable maximum Sum Insured (which we may decide from time to time), we will review the request on a case-by-case basis and generally suggest that you apply for a new policy with your intended increased Sum Insured.
- 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 that you have paid the full amount of the first premium or we have notified you that we have waived your first premium.

7.2. Compliance with conditions

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

7.3. Interpretation

- 7.3.1.** In this Plan, where the context requires, words 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 issued by us.

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. Incontestability

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

- (a) Section 5.1.2 (e.g. omission of facts or provision of materially incorrect or incomplete facts in the Application) if the provision, correction or completion of the omitted, materially incorrect or incomplete facts in the Application would have made the Insured Person non-insurable under our then prevailing underwriting practices;
- (b) Section 5.2.3 (e.g. non-payment at the expiration of the grace period);
- (c) Section 5.3.3 (b) (e.g. new Place of Residence subject to Sanctions or war); and
- (d) Section 7.15.1 (e.g. the Plan becomes illegal).

7.7.2. This "Incontestability" Section 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 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 when 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.

7.15.5. This Plan is intended for sale only in Hong Kong. If you, or anyone else with authority over or otherwise connected to this Plan (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 Plan. 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 Plan is cancelled or terminated for any reason.

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 other things, 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.
"Place of Residence"	shall mean the jurisdiction(s) in which a person legally has the right of abode. A change in the Place of Residence shall mean the situation where a person has been granted the right of abode of additional jurisdiction(s), or has ceased to have the right of abode of existing jurisdiction(s). For the avoidance of doubt, a jurisdiction in which a person legally has the right or permission of access only but without the right of abode, such as for the purpose of study, work or vacation, shall not be treated as a Place of Residence.
"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 other things, 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)"	<p>shall mean, in respect of the Insured Person, any sickness, disease, injury, physical, mental or medical condition or physiological degradation, including a congenital condition, that has existed prior to the Policy Issuance Date or the Policy Effective Date, whichever is earlier. A condition is taken to have existed where:</p> <ul style="list-style-type: none"> (a) it has been diagnosed; (b) medical advice or treatment has been sought, recommended or received; or (c) it has manifested clear and distinct signs or symptoms for which a reasonable person in the same circumstances would have sought medical advice, care or treatment.
"Registered Medical Practitioner" and "Registered Medical Specialist"	<p>shall mean a medical practitioner and specialist of western medicine,</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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).</p>
"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.