



YOUR BOWTIE ACCIDENTAL MEDICAL PLAN TOUCH WOOD PROTECTOR

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, as well as other policy holders 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 can be used (ii) Part 3: What is not covered — when benefits are not provided
	(c) Part 4: How to claim — what you need to know if you are to make a claim
Chapter 2 What makes this a valid and legal agreement between you and Bowtie Sets out your responsibilities and rights under this Plan, other parts to a legal agreement, and what certain words mean.	(a) What are your responsibilities and rights (i) Part 5: What you need to do to keep this agreement valid (ii) Part 6: What changes you can make to this Plan
	(b) Part 7: What else makes this a valid legal agreement — the other legal terms and conditions completing this agreement
	(c) Part 8: What terms mean — explains the meaning of certain words used in this agreement

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

1. **Policy Schedule** - This customizes this agreement to you. It contains the information you provided us with, which we used to determine your policy.
2. **Schedule of Surgical Procedures** – This is the list of surgical procedures which is from time to time published and subject to regular review by us with reference to the Standard Plan Schedule of Surgical Procedures under the Voluntary Health Insurance Scheme issued by the Hong Kong Government.

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 the other customer service channels we offer.

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

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Chapter 1: What your Plan is



Part 1: Summary

This part summarizes the nature and key features of your Plan. Your coverage is subject to the other 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 or changing occupation.

As long as you pay your premiums and abide by the 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

We cover you for medical expenses caused by Accidents. These include:

- Staying in a hospital and receiving treatment (i.e. as an Inpatient) or undergoing surgical procedures in a clinic or day case procedure center (i.e. as a Day Patient) - see Section 2.2;
- Seeing a general practitioner or Specialist in a clinic as an Outpatient - see Section 2.3; and
- Seeing a physiotherapist, chiropractor and Chinese bonesetter (as an Outpatient) - see Section 2.4.

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

Your policy covers you worldwide, except for psychiatric treatments (your policy only covers psychiatric treatments performed in Hong Kong).

1.1.3 How much is covered

We provide coverage up to certain dollar amounts for each category of expense. These amounts, often known as benefit limits, are generally applied on either a “per visit”, “per Policy Year”, “per surgery” or “per day” basis. There may also be a limit to the number of visits each Policy Year.

There is also a total benefit limit for each Policy Year.

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

1.2 Benefit Summary

Coverage	Medical treatments for Injuries solely caused by an Accident — payable for the actual expenses for Medically Necessary treatments which are incurred within 12 months of the date of the Accident. Medical treatments covered include: 1. Physiotherapy, chiropractic and Chinese bone-setting treatments (as Outpatient); 2. Outpatient treatments; and 3. Inpatient treatments and Day Case Procedures, with benefit categories similar to hospital indemnity insurance plans.
Area cover	Worldwide , exception: psychiatric treatment in Hong Kong only
Claim method	Reimbursement — 1. We will reimburse the expenses incurred up to the benefit limit according to the benefit items listed in the table below. 2. Same Eligible Expenses item will only be reimbursable under one benefit item. 3. If the Insured Person is entitled to a reimbursement of all or part of such expenses from other sources, we will only be liable for an amount in excess of the amount recovered from such other sources.
Benefit limit	Limit 1 : Each benefit item has individual benefit limit as listed in the table below Limit 2 : HKD420,000 per Policy Year
Benefit item	Benefit limit (in HKD)
(a) Physiotherapy, chiropractic and Chinese bone-setting treatments — include charges on the treatments respectively performed by a Registered Physiotherapist, a Registered Chiropractor and a Registered Chinese Bonesetter	○ For Injuries that involve <u>bone fracture</u>: • 6 visits per Accident causing the Injury; • \$500 per visit; • 1 visit per day. ○ For Injuries that involve <u>no bone fracture</u>: • 4 visits per Accident causing the Injury; • \$250 per visit; • 1 visit per day.

	○ 8 visits per Policy Year (including visits for either of the above two types of Injuries)
(b) Outpatient treatments — include charges on: (i) consultation and medication by a Registered Medical Practitioner (excluding psychiatric treatment); and (ii) diagnostic X-ray and ultrasound scan	○ \$5,000 per Policy Year ○ Consultation and medication: \$580 per visit
(c) Room and board	\$750 per day; 180 days per Policy Year
(d) Attending doctor's visit fees	\$750 per day; 180 days per Policy Year
(e) Intensive care	\$3,500 per day; 25 days per Policy Year
(f) Confinement miscellaneous charges	\$14,000 per Policy Year
(g) Specialist's fees	\$4,300 per Policy Year
(h) Surgeon's fees	Per surgery, subject to the surgical category in the Schedule of Surgical Procedures – ○ Complex – \$50,000 per surgery ○ Major – \$25,000 per surgery ○ Intermediate – \$12,500 per surgery ○ Minor – \$5,000 per surgery
(i) Anaesthetist's fees	35% of Surgeon's fee payable – If the benefit payable under Surgeon's fee is \$10,000, the maximum Anaesthetist's fee to be reimbursed will be: $\\$10,000 \times 35\% = \\$3,500$

(j) Operating theatre charges	35% of Surgeon's fee payable – If the benefit payable under Surgeon's fee is \$10,000, the maximum operating theatre charges to be reimbursed will be: $\$10,000 \times 35\% = \$3,500$
(k) Prescribed Diagnostic Imaging Tests — include : (i) computed tomography ("CT" scan); (ii) magnetic resonance imaging ("MRI" scan); (iii) positron emission tomography ("PET" scan); (iv) PET-CT combined; and (v) PET-MRI combined.	○ Subject to Your Contribution of 30% of the charges If you had a PET-MRI scan which cost \$15,000, Your Contribution will be: $\\$15,000 \times 30\% = \\$4,500$; The maximum charge to be reimbursed will be: $\\$15,000 \times 70\% = \\$10,500$ ○ \$20,000 per Policy Year If you had a second PET-MRI scan within the same Policy Year which again cost \$15,000, the maximum reimbursement will be up to the remaining Policy Year benefit limit: $\\$20,000 - \\$10,500 = \\$9,500$
(l) Psychiatric treatments – include charges on the psychiatric treatments during Confinement in Hong Kong as recommended by a Specialist	\$30,000 per Policy Year
(m) Compassionate death benefit	\$15,000

Part 2: What is covered

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

2.1 When are you covered

2.1.1 We will pay the Eligible Expenses set out in Sections 2.2 to 2.4 where the conditions set out in (a), (b) and (c) below are met:

(a) The Insured Person:

- (i) sustains an Injury, and
- (ii) that Injury requires one of the treatments set out below:
 - (1) Confinement Medical Services or Day Case Procedure (see Section 2.2 below);
 - (2) Outpatient Medical Services (see Section 2.3 below);
 - (3) Physiotherapy, chiropractic or Chinese bone-setting treatments (see Section 2.4 below).

(b) The Eligible Expenses are:

- (i) incurred:
 - (1) while the Plan is effective and in force; and
 - (2) within twelve (12) months of the date of the Accident;
- (ii) for Medical Services:
 - (1) provided only to the Insured Person and no one else; and
 - (2) set out in Sections 2.2 to 2.4 below; and
- (iii) Reasonable and Customary.

(c) The amount of Eligible Expenses payable does not exceed:

- (i) the actual costs for the Medical Services; and
- (ii) the limits as stated in the Benefit Summary set out in Section 1.2 above.

2.2 What are your Inpatient and Day Case Procedure benefits

2.2.1 Eligible Expenses for Inpatient Medical Services and Day Case Procedure payable pursuant to Section 2.1 above are as follows:

(a) Room and board

The cost of accommodation and meals charged by the Hospital other than intensive care service charges in (e) below.

(b) Confinement miscellaneous charges

Miscellaneous charges for:

- Road ambulance service to and/or from the Hospital;
- Anaesthetic and/or oxygen administration;
- Administration charges for blood transfusion;
- Medicine, drug, Intravenous ("IV") infusions, and dressing and plaster casts prescribed and consumed during Confinement or any Day Case Procedure;
- Medicine and drug prescribed upon discharge from Confinement or completion of Day Case Procedure for use up to the ensuing four (4) weeks;
- Surgical appliances, equipment and devices, that are not operating theatre charges as defined in (h) below;
- Disposables, consumables, equipment and devices of a medical nature, that are not operating theatre charges as defined in (h) below;
- Diagnostic Imaging Services, including ultrasound and X-ray, and their interpretation, that are not Prescribed Diagnostic Imaging Tests charges as defined in (i) below;
- Laboratory examinations and reports;
- Rental of walking aids and wheelchairs; and
- Physiotherapy, occupational therapy and speech therapy during Confinement.

(c) Attending doctor's visit fees

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

(d) Specialist's fees

The charges of the Specialist for a consultation with the Insured Person. Such consultation must be recommended in writing by the attending Registered Medical Practitioner.

(e) Intensive care

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

(f) Surgeon's fees

The charges of the attending Surgeon's fee for a surgical procedure. Such benefit is to be paid in accordance with the categorisation of such procedure in the Schedule of Surgical Procedures.

If a surgical procedure performed is not included in the Schedule of Surgical Procedures, we may reasonably determine the surgical category having regard to relevant publications of relevant authorities and medical association.

(g) Anaesthetist's fees

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

(h) Operating theatre charges

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

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

(i) Prescribed Diagnostic Imaging Tests

The charges for Prescribed Diagnostic Imaging Tests for the investigation or treatment of an Injury.

This is subject to Your Contribution specified in the Benefit Summary.

(j) Psychiatric treatments

The charges on the psychiatric treatments during Confinement in Hong Kong as recommended by a Specialist.

If the Eligible Expenses involve both psychiatric and non-psychiatric treatments, and apportionment of the expenses is not available, then:

- (1) if the Confinement is initially for the purpose of psychiatric treatments, then the relevant Eligible Expenses in entirety shall be payable under this benefit;
- (2) if the Confinement is not initially for the purpose of psychiatric treatment, then the relevant Eligible Expenses in entirety shall be payable under (a) to (i) above.

2.2.2 Eligible Expenses referred to in Section 2.2.1 above are subject to the benefit limits set out in the Benefit Summary.

2.3 What are your Outpatient benefits

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

- (a) the charges on consultation and basic medication prescribed by a Registered Medical Practitioner (excluding psychiatric treatment); and
- (b) the charges on X-ray or ultrasound scan recommended by a Registered Medical Practitioner in writing.

2.3.2 Eligible Expenses referred to in Section 2.3.1 above are subject to the benefit limits set out in the Benefit Summary.

2.3.3 Eligible Expenses referred to in Section 2.3.1 above excludes Eligible Expenses referred to in Section 2.2.1 above, such that all expenses incurred during Confinement and Day Case Procedures shall not be reimbursed under this section.

2.4 What are your physiotherapy, chiropractic and Chinese bone-setting benefits

2.4.1 Eligible Expenses for physiotherapy, chiropractic and Chinese bone-setting treatments payable pursuant to Section 2.1 above are as follows:

- (a) costs incurred for physiotherapy treatment performed by a Registered Physiotherapist;
- (b) costs incurred for chiropractic treatment performed by a Registered Chiropractor; and
- (c) costs incurred for Chinese bone-setting treatments performed by a Registered Chinese Bonesetter.

2.4.2 Eligible Expenses referred to in Section 2.4.1 above are subject to the benefit limits set out in the Benefit Summary. As specified in the Benefit Summary, the relevant limits may vary depending on whether or not the Injury involves a bone fracture.

2.4.3 Eligible Expenses referred to in Section 2.4.1 above exclude Eligible Expenses referred to in Section 2.2.1 above, such that all expenses incurred for physiotherapy, chiropractic and Chinese bone-setting treatments during Confinement and Day Case Procedures shall not be reimbursed under this section.

2.5 What is your compassionate death benefit

2.5.1 While this Plan is in force, upon the death of the Insured Person, whether due to Accident or natural causes, this benefit shall be payable in the amount as stated in the Benefit Summary.

Part 3: What is not covered

3.1 What is excluded

3.1.1 Except for the compassionate death benefit under Section 2.5 above, no payment will be made under the Plan for expenses caused directly or indirectly, wholly or partly by any of the following (unless agreed by special endorsement):

- (a) Hazardous activities:** engaging in any of the follows -
 - (i) winter sports;
 - (ii) combat activities;
 - (iii) racing on wheels (except cycling) or on horse;
 - (iv) hazardous sports including rugby football, American football, ice hockey etc.;
 - (v) aerial flights (including bungee-jumping, hang-gliding, ballooning, parachuting and sky-diving etc.), other than fare-paying passenger on a licensed carrying commercial aircraft operating in a regular scheduled route;
 - (vi) underwater activities involving the use of breathing apparatus;
 - (vii) rock climbing, mountaineering (which requires the use of ropes or guides) etc.;
 - (viii) other hazardous activities similar in nature to the above;
- (b) Professional sports:** engaging in a sport in a professional capacity, including but not limited to where the Insured Person would or could earn remuneration from engaging in such sport;
- (c) Solely diagnostic procedures:** the whole (or part) of the Confinement solely for the purpose of diagnostic procedures or allied health services. This includes, but is not limited to, physiotherapy, occupational therapy and speech therapy. The exception is where such procedure or service is recommended by a Registered Medical Practitioner for Medically Necessary investigation, or for treatment of a Disability which cannot be effectively performed in a setting for providing Medical Services to a Day Patient;
- (d) Pre-existing Condition(s);**
- (e) Cosmetic purposes:** Medical Services for beautification or cosmetic purposes, except where such Medical Services are necessitated by an Injury and where the Insured Person receives the Medical Services within ninety (90) days of the Accident;
- (f) Visual correction:** correcting visual acuity or refractive errors that can be corrected by the fitting of spectacles or contact lens. This includes, but is not limited to, eye refractive therapy, LASIK and any related tests, procedures and services;
- (g) HIV and AIDS:** any Sickness, Disease, ptomaine 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;

- (h) **Childbirth:** pregnancy, miscarriage, abortion, childbirth or any complications arising from the above;
 - (i) **Already reimbursed:** treatment of any Injury for which expenses have been reimbursed under any law, medical program, or insurance policy provided by any government, company or other third party;
 - (j) **Drugs and illegal activities:** Accidents arising from, or consequential upon any of:
 - (i) dependence, overdose or influence of drugs, alcohol, narcotics or similar drugs or agents;
 - (ii) self-inflicted injuries or attempted suicide;
 - (iii) illegal activity;
 - (iv) violation or attempted violation of the law, or resistance to arrest;
 - (k) **Armed forces:** participation in any armed force or peace-keeping activities;
 - (l) **Nuclear, biological, and chemical activities:** Accidents arising from 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, from nuclear waste resulted from combustion of nuclear fuels or nuclear weapons, or any act of nuclear, chemical or biological terrorism, including but not limited to the use of nuclear, biological or chemical weapons and agents; and
 - (m) **War and terrorism:** revolutions and war (declared or undeclared), acts of terrorism.
- 3.1.2** If we would be exposed to any Sanctions by providing any benefit to you, then we will not provide cover and we are not liable to pay any claim or provide any benefit under this Plan.
- 3.1.3** If the Insured Person dies by suicide, whether sane or insane, within one (1) year of the Policy Issuance Date, our liability will be limited to premiums paid.
- 3.1.4** If we allege that, by reason of this clause, any loss, damage, cost or expense is not covered by this Plan, then the burden of proving the contrary shall be upon you.

Part 4: How to claim

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

4.2 Filing proof of claim

- 4.2.1** Your proof of claim must be accompanied by supporting documents, forms and information that we require, at your expense, within ninety (90) days after the covered event, unless we specify otherwise.
- 4.2.2** We may require any additional proof in support of the claim, including but not limited to originals of any documents and receipts showing itemized expenses.
- 4.2.3** To be fair to other policy holders, 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

- 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.

4.4 Other insurance

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



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

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

This part sets out the responsibilities you have as the owner of this Plan, including what you must do if there are changes in the Insured Person's Place of Residence and /or occupation, 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 Case-based Exclusion(s) and/or Premium Loading to this Plan. We will treat all statements made in the Application to be representations and not warranties.
- 5.1.2** If the Application omits facts or contains materially incorrect or incomplete facts, we 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 premiums paid without interest. We reserve the right to recover any benefit previously paid.
- 5.1.3** If your premiums are based on incorrect or incomplete information and we later have to change the premiums based on the correct and complete information, we will collect (or refund) the difference, and this may include imposing Case-based Exclusion(s) and/or Premium Loading on this Plan. Such changes shall apply from the Policy Effective Date retrospectively.

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

- 5.2.1** If the Insured Person's Age and/or sex is misstated in the Application, the amount payable by us under this Plan will be adjusted on the basis of the correct Age and sex. The amount payable will be adjusted at the time we make any payment under this Plan:
 - (a) Where a higher premium would have applied, we will reduce the benefit payable based on what the premiums paid would have provided at the Insured Person's correct Age and sex.
 - (b) Where a lower premium would have applied, we will refund any surplus premium paid without interest.
 - (c) Where the Insured Person would not have satisfied our insurability requirements on the basis of the correct Age and sex, 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 premiums paid without interest. We may recover any benefit previously paid to you.
- 5.2.2** We may require proof of the Insured Person's Age to our satisfaction at the time of processing the Application and any claim or payment of any benefit under this Plan at your cost.

5.3 Premium payment, default and grace period

- 5.3.1** While the Insured Person is alive, all premiums are payable to us on or before their due dates.
- 5.3.2** After payment of the first premium, failure to pay a subsequent premium on or before its due date constitutes a default in premium payment.
- 5.3.3** 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 premium is paid. If the premium is still unpaid in full at the expiration of the grace period, this Plan shall be terminated immediately on the date on which the unpaid premium is first due.

5.4 Change in Place of Residence

- 5.4.1** 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.
- 5.4.2** Upon our receipt of the notification given pursuant to Section 5.4.1 above, we will endorse the change of Place of Residence of the Insured Person in writing, subject to:
- (a) Section 5.4.3 below; and
 - (b) the application of any new Premium Loading to your policy upon Renewal to reflect any change in risks associated with the change of Place of Residence of the Insured Person.
- 5.4.3** If the new Place of Residence of the Insured Person is subject to Sanctions or war (declared or undeclared), civil war, invasion, acts of foreign enemies, hostilities, rebellion, revolution, insurrection, or military or usurped power, we will consider the notification given pursuant to Section 5.4.1 above on a case-by-case basis, and may, at our absolute discretion:
- (a) endorse the change of Place of Residence of the Insured Person, subject to the application of any new Premium Loading upon Renewal to reflect any change in risks associated with the change of Place of Residence of the Insured Person; or
 - (b) decide not to Renew the Plan and refund any premium(s) paid for the period in which no cover will be in place without interest.
- 5.4.4** Unless otherwise specified, this Plan contains no restrictions with respect to where the Insured Person travels to, studies or works.

5.5 Change of occupation

- 5.5.1** The Insured Person must immediately notify us of any change in his/her occupation, duties or other pursuits.

5.5.2 If the Insured Person incurs Eligible Expenses or dies:

- (a) after having changed his/her occupation, or
- (b) while doing for compensation anything pertaining to an occupation,

and the occupation noted in (a) or (b) above is one which, in our opinion, falls under any of the categories in (i), (ii) or (iii) below, then the consequences set out in the respective category applies:

- (i) more hazardous than that stated in the Application or any endorsement: you pay the premium rate accordingly from the date of change of occupation for such more hazardous occupation;
- (ii) less hazardous than that stated in the Application or any endorsement: we, upon receipt of proof of such change of occupation, reduce the premium rate accordingly from the date of change of occupation or from Plan Monthiversary immediately preceding receipt of such proof, whichever is later;
- (iii) not insurable: we are not liable to pay any benefits for any Eligible Expenses or death pertaining to that occupation.

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 You may request transfer of the ownership of this Plan by notifying us. Approval of such request is entirely at our discretion.

6.2.2 Any change of ownership shall not be effective until we have approved it and notified you and the transferee of the approval in electronic or written form.

6.2.3 If the Policy Holder dies, the ownership of this Plan shall be transferred to the administrator or executor of the estate of the Policy Holder.

6.2.4 The transfer of ownership of this Plan:

- (a) in accordance with Section 6.2.1 above shall be conditional upon our receipt of the proposed transferee's consent to be bound by the Plan Terms and Conditions; and
- (b) in accordance with Section 6.2.3 above shall be conditional upon our receipt of satisfactory evidence of your death and the proposed transferee's consent to be bound by the Plan Terms and Conditions.

6.2.5 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 During the lifetime of the Insured Person, all benefits (except death benefits) payable under this Plan will be paid to you if you are alive, or otherwise to your estate.

6.3.2 If the Insured Person dies, then any 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 the death benefit and all other benefits (if any) will be paid to you if you are alive, or otherwise to your estate.

6.3.3 Payment of the death benefit and all other benefits payable under this Plan to the above person(s) in the manner pursuant to this Section 6.3 shall be deemed a good and full discharge of our obligations 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 change the designated Beneficiary by sending an electronic or written notice to us using our prescribed form. A change of Beneficiary will not be valid unless:

- (a) such change has been confirmed by us in electronic or written notice;
- (b) 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
- (c) both you and the Insured Person are alive at the date of such confirmation; and
- (d) such change is evidenced by a written endorsement issued by us.

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

6.5.1 You may cancel the Plan during the cooling-off period and receive a full refund of premium so long as:

- (a) We receive a notice from you requesting that we cancel the Plan within twenty-one (21) days after the Policy Issuance Date; 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 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 You may cancel the Plan at any time by giving us at least ten (10) working days' notice.

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 10-working-day 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 sixtieth (60th) birthday by payment of the relevant premium in advance based on the premium rate in force at the time of Renewal.

6.7.2 We reserve the right not to Renew your policy and to revise the Plan Terms and Conditions on the date of such Renewal.

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

- 6.7.3** 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.
- 6.7.4** Except for conditions specified under Sections 5.4.2(b), 5.4.3 (a) and 5.5.2, 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.

Part 7: What else makes this a valid legal agreement

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

7.1 Enforceable agreement

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

7.2 Compliance with conditions

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

7.3 Interpretation

- 7.3.1** In this Plan, where the context requires, words using the masculine gender shall include the feminine gender, and words referring to the singular case shall include the plural and vice-versa.
- 7.3.2** 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, unless otherwise specified.
- 7.3.4** Unless otherwise defined, capitalised terms used in this Plan and certain lower-case terms shall have the meanings ascribed to them in Part 8 of the Plan.
- 7.3.5** If there is any inconsistency between the English and Chinese versions of the Plan Terms and Conditions, the English version shall prevail.

7.4 Modifications

- 7.4.1** 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. Any Eligible Expenses incurred in a foreign currency shall be converted to HKD at a reasonable foreign currency exchange rate chosen by us. We are not legally responsible for any exchange rate-related losses incurred.

7.6 Termination

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

- (a) the death of the Insured Person;
- (b) the termination of this Plan pursuant to Section 5.3.3 above;
- (c) the Plan Anniversary of this Plan immediately following the sixtieth (60th) 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 to 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.

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 5.3.3 (e.g. non-payment at the expiration of the grace period);
- (b) Section 5.4.3(b) (e.g. new Place of Residence subject to Sanctions or war); and
- (c) 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 to us. Any notice so served shall be deemed to have been duly received to the Policy Holder 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 upon will be effective, and the rights and obligations of Bowtie and the Policy Holder under this Plan will remain in full force and effect except and only to the extent that they are expressly waived.

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 or 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. Exercising of this right will be at our own expense and after we have made a payment under this Plan.

7.12.2 You will provide us with all necessary information and assistance relating to the fault of any such third party and any action we take.

7.12.3 We will be entitled to keep the amount recovered from any such third party to the extent of the amount of benefits we have paid under this Plan.

7.13 Legal action

7.13.1 No legal action shall be brought by you to recover any claim amount payable under these Plan Terms and Conditions within the first sixty (60) days from the date when we receive all proof of claims required by these 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 disagreements with you, and prefer to work with you to settle any disagreements. Therefore, any dispute, difference or claim relating to this Plan, including the existence, validity, interpretation, breach or any other dispute regarding non-contractual obligations arising relating to this Plan, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC

Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong and proceedings shall be conducted in English.

7.14.3 If you would like to make a complaint, please contact us anytime at cs@bowtie.com.hk.

7.15 Compliance with law

7.15.1 We may declare this Plan void, if it is or becomes illegal under the law applicable to you and/or the Insured Person, from the date it becomes illegal.

7.15.2 If we declare the Plan void under Section 7.15.1 above, we will refund the premium we received for the period the Plan is void on a pro rata basis.

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 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 means which occurs entirely beyond the control of the Insured Person while this Plan is in force.
"Age"	shall mean the attained age of the Insured Person.
"Application"	shall mean the application submitted to us in respect of this Plan. This includes the application form, questionnaires, any documents or information submitted, and any statements and declarations made in relation to the application. This also includes any updates and changes to such information.
"Beneficiary"	shall mean the person or persons designated in the Application as the beneficiary under this Plan (as may be amended from time to time in accordance with this Plan).
"Benefit Summary"	shall mean the summary of benefits contained in Section 1.2 of the Plan which sets out, among other things, the benefit items and maximum benefits covered.
"Case-based Exclusion"	shall mean the exclusion of a particular Sickness or Disease from the coverage of these Plan Terms and Conditions that may be applied by us based on a Pre-existing Condition or factors affecting the insurability of the Insured Person.
"Confinement" or "Confined"	shall mean: (a) an admission of the Insured Person to a Hospital that is recommended by a Registered Medical Practitioner for Medical Services as a result of a Medically Necessary condition for a period of no less than six (6) consecutive hours; or (b) an admission of the Insured Person to a Hospital for Emergency Treatment for the performance of surgical procedures or other Medical Services (no minimum duration is required in this case), where the Insured Person stay in the Hospital continuously for the entire period of admission and as evidenced by a daily room charge invoice issued by the Hospital.
"Congenital Condition(s)"	shall mean: (a) any medical, physical or mental abnormalities existed at the time of or before birth, whether or not being manifested, diagnosed or known at birth; or (b) any neo-natal abnormalities developed within six (6) months of birth.
"Day Case Procedure"	shall mean a Medically Necessary surgical procedure for investigation or treatment to the Insured Person performed in a medical clinic, day case procedure centre or Hospital with facilities for recovery as a Day Patient.

"Day Patient"	shall mean a Insured Person receiving Medical Services or treatments given in a medical clinic, day case procedure centre or Hospital where the Insured Person is not in Confinement.
"Disability"	shall mean a Sickness or Disease or Injury, including any and all complications arising therefrom.
"Eligible Expenses"	shall mean expenses incurred for Medical Services rendered with respect to an Injury and arise directly from an Injury and independent of any other cause.
"Emergency"	shall mean an event or situation that Medical Service is needed immediately in order to prevent death, permanent impairment or other serious consequences of the Insured Person's health.
"Emergency Treatment"	shall mean Medical Services required in an Emergency, the performance of which is within a reasonable period of time from the Emergency.
"HKD"	shall mean Hong Kong dollars.
"Hong Kong"	shall mean the Hong Kong Special Administrative Region of the People's Republic of China.
"Hospital"	shall mean a lawfully operated institution licensed as a hospital for the care and treatment of injured or ill persons which provides facilities for diagnosis, major surgery and 24-hour nursing service and is not primarily a rest or convalescent home, or similar establishment or, other than incidentally, a place for treatment of alcoholics or drug addicts.
"Injury"	shall mean bodily injury sustained by the Insured Person of which there is evidence of a visible contusion or wound on the exterior of the body, or of internal contusion, wound or injury, or a combination of these injuries which is solely caused by an Accident and independently of any other cause.
"Inpatient"	shall mean a person who is Confined; and Inpatient medical services shall mean medical services provided to a person who is Confined.
"Insured Person"	shall mean any person whose risks are covered by these Plan Terms and Conditions, and named as the "Insured Person" in the Policy Schedule .
"Intensive Care Unit"	shall mean that part or unit of a Hospital established for and devoted to providing intensive medical and nursing care for Inpatients.
"Medical Services"	shall mean Medically Necessary services, including, as the context requires, Confinement, treatments, procedures, tests, examinations or other related services for the investigation or treatment of a Disability.
"Medically Necessary"	shall mean in respect of Confinement, treatment, procedure, supplies or other medical services, which are, in our opinion – (a) required for, appropriate and consistent with the symptoms and findings or diagnosis and treatment of the Injury; (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 Registered Medical Practitioner or any other person; and (d) not able to be omitted without adversely affecting the Insured Person's medical condition.



"Outpatient"	shall mean a person who is not Confined; and Outpatient medical services shall mean medical services provided to a person who is not Confined.
"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.
"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 Parts Part 1 to Part 8 of this Plan and including Schedule of Surgical Procedures, Policy Schedule and any Supplement(s).
"Policy Effective Date"	shall mean the first day when these Plan Terms and Conditions become effective as specified in the Policy Schedule .
"Policy Issuance Date"	shall mean the date of first issuance of these Plan Terms and Conditions, which is specified in the Policy Schedule .
"Policy Year"	shall mean each twelve-month period starting on the Policy Effective Date.
"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 the 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 the 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 relating to it.
"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.
"Prescribed Diagnostic Imaging Tests"	shall mean any of the follows: (a) computed tomography ("CT" scan); (b) magnetic resonance imaging ("MRI" scan);



- (c) positron emission tomography ("PET" scan);
- (d) PET-CT combined;
- (e) PET-MRI combined.

"Reasonable and Customary"

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

In determining whether a charge is Reasonable and Customary, we will make reference to any or all of the following (if applicable) -

- (a) treatment or service fee statistics and surveys in the insurance or medical industry;
- (b) internal or industry claim statistics;
- (c) gazette published by the Government;
- (d) other pertinent source of reference in the locality where the treatments, services or supplies are provided.

"Registered Chinese Bonesetter", "Registered Chiropractor" and "Registered Physiotherapist"

Shall mean a person who is qualified and legally authorized in the geographical area of his practice to render assessment and treatment service on physical Disability or Injuries by means of cryotherapy, heat therapy, electrotherapy, manual therapy, traction, exercise therapy, hydrotherapy, acupuncture and manipulating the joints but in no circumstance shall include the following persons – the Insured Person, the Policy Holder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policy Holder and/or the Insured Person (unless approved in advance by us in electronic or written form).

"Registered Medical Practitioner", "Specialist", "Surgeon" and "Anaesthetist"

Shall mean a medical practitioner of western medicine,

- (a) who is duly qualified and is registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or a body of equivalent standing in jurisdictions outside Hong Kong (as reasonably determined by the Company in utmost good faith); and
- (b) legally authorized for rendering relevant Medical Service in Hong Kong or the relevant jurisdiction outside Hong Kong where the Medical Service is provided to the Insured Person.

If the practitioner is neither duly qualified and registered under the laws of Hong Kong nor a body of equivalent standing in jurisdictions 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 shall nonetheless be considered qualified and registered.

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



"Renewal", "Renew", "Renewed" or "Renewable"	shall mean renewal of these Plan Terms and Conditions without any discontinuance.
"Renewal Date"	shall mean the effective date of Renewal. The first Renewal Date shall be the date as specified in the Policy Schedule (which shall not be later than the first anniversary of the Policy Effective Date) and the subsequent Renewal Date(s) shall be the anniversary(ies) of the first Renewal Date.
"Sanctions"	shall mean any United Nations resolutions, or the trade or economic sanctions, laws or regulations of Hong Kong, Canada, the European Union, the United Kingdom or the United States of America.
"Schedule of Surgical Procedures"	shall mean the list of surgical procedures which categorises surgical procedures according to their relative degree of complexity and is from time to time published and subject to regular review by us with reference to the Standard Plan Schedule of Surgical Procedures under the Voluntary Health Insurance Scheme issued by the Hong Kong Government.
"Sickness" or "Disease"	shall mean a physical, mental or medical condition arising from a pathological deviation from the normal healthy state, including but not limited to the circumstances where signs and symptoms occur to the Insured Person and whether or not any diagnosis is confirmed.
"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.
"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 endorsement, rider, annex, schedule or table attached and issued with this Plan.
"we", "us", "our" or "Bowtie"	shall mean Bowtie Life Insurance Company Limited, and "We, "Us" or "Our" will have the same meaning.
"you", "your" or "Policy Holder"	shall mean the person who is a legal holder of this Plan and is named as the Policy Holder set out in the Policy Schedule or a transferee in the event there is a change of ownership that is effective; "You" or "Your" will have the same meaning.
"Your Contribution"	shall mean a percentage of Eligible Expenses you must contribute in a Policy Year. For the avoidance of doubt, Your Contribution does not refer to any amount that you are required to pay if the actual expenses exceed the benefit limits under these Plan Terms and Conditions.