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## **BOWTIE CHILDREN'S GROWTH TERM CRITICAL ILLNESS INSURANCE PLAN**

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Reading this because you want to make a claim? Contact us anytime at [cs@bowtie.com.hk](mailto: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](http://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:

<b>Chapter 1</b>  <b>What your Plan is</b>  Sets out what your insurance benefits are, and how to claim them.	(a) Part 1: Summary — key facts and figures about your Plan
	(b) What are your benefits <ul style="list-style-type: none"> <li>(i) Part 2: What is covered — what benefits you have, and when they are payable</li> <li>(ii) Part 3: What is not covered — situations where benefits are not provided</li> </ul>
	(c) Part 4: How to claim — what you need to know if you need to make a claim
<b>Chapter 2</b>  <b>What makes this a valid and legal agreement between you and Bowtie</b>  Sets out your responsibilities and rights under this Plan, other parts to this legal agreement, and what certain words mean.	(a) What are your responsibilities and rights <ul style="list-style-type: none"> <li>(i) Part 5: What you need to do to keep this agreement valid</li> <li>(ii) Part 6: What changes you can make to this Plan</li> </ul>
	(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 Covered Diseases, Critical Illnesses and Surgical Procedures and Benefit Limits** attached to this document as **Appendix 1** - 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](mailto: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 that we can reach and update you when it's important to do so.***

## What your Plan contains

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# 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(s). It is important that you keep the information you have with us up-to-date, especially if you and/or any one of the Insured Person(s) have/has important life events such as relocating outside of Hong Kong.

For the Post-Birth Version, the Insured Person under this Plan is the Child.

For the Pre-Birth Version, the Insured Persons under this Plan are the Expectant Mother (up to the fifteenth (15th) day following the date of the Live Birth)<sup>1</sup>, and the Child (from the date of the Live Birth), subject to Sections 4.1 and 5.1.

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 Plan 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 Sections 5.1.5 and 7.6).

#### **1.1.2. What is covered**

For the Post-Birth Version, this Plan provides benefit(s) if the Child suffers from a Genetic Disease, suffers from a Congenital and Juvenile Disease or receives a Congenital and Juvenile Disease Treatment, or is admitted to the ICU.

For the Pre-Birth Version, in addition to the benefits covered under the Post-Birth Version, this Plan provides benefit(s) if the Expectant Mother suffers from a Pregnancy Complication or if the Child receives a Phototherapy for Severe Jaundice.

A compassionate death benefit is provided for the Insured Person(s).

The benefits are subject to the Plan Terms and Conditions set out in the other parts of this document, and paid in fixed amounts as stated in Sections 1.2, 2.2.1.1 and 2.2.2.2.

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.

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<sup>1</sup> For example, if the Live Birth takes place on 1 January 2025, the Expectant Mother is the Insured Person from the Policy Effective Date to 16 January 2025 (both dates inclusive).

## 1.2. Benefit Summary

	<u>Pre-Birth Version</u>	<u>Post-Birth Version</u>
Benefit	Coverage and Benefit Limit Overview	
Benefits for the Expectant Mother		
Pregnancy Complication Benefit	<p><b>HKD100,000</b> – payable when the Expectant Mother as the Insured Person is diagnosed with a Pregnancy Complication.</p> <p>A waiting period of <b>thirty (30) days</b> following the Policy Effective Date applies (see Section 3.1.1(a)).</p> <p>We will pay this benefit only <b>once</b>.</p> <p>If the Expectant Mother gives a Live Birth, this benefit will be terminated on the sixteenth (16<sup>th</sup>) day following the date of such Live Birth.</p> <p>If Miscarriage, Medically Prescribed Induced Abortion or Stillbirth occurs, this Plan will be terminated.</p>	Not applicable.
Mother Compassionate Death Benefit	<p><b>HKD20,000</b> – payable when the Expectant Mother as the Insured Person dies as a direct result of a Pregnancy Complication or giving birth to the Child. For the avoidance of doubt, this benefit is payable only when such death occurs within fifteen (15) days from the date of the Live Birth of the Child.</p> <p>A waiting period of <b>thirty (30) days</b> following the Policy Effective Date applies (see Section 3.1.1(a)).</p> <p>This benefit is only payable when the Pregnancy Complication Benefit has neither become payable nor been paid.</p> <p>After this benefit has become payable or been paid, this Plan will remain in force with the Child as the Insured Person from the date of the Live Birth.</p>	Not applicable.

	<u>Pre-Birth Version</u>	<u>Post-Birth Version</u>
<b>Benefits for the Child</b>		
Genetic Disease Benefit*	<p><b>HKD500,000 / HKD150,000</b> – payable when the Child as the Insured Person is diagnosed with a Genetic Disease. The applicable benefit limit is determined by the severity level of the Genetic Disease (see Section 2.2.1).</p> <p>No waiting period applies.</p>	<p><b>HKD500,000 / HKD150,000</b> – payable when the Child is diagnosed with a Genetic Disease. The applicable benefit limit is determined by the severity level of the Genetic Disease (see Section 2.2.1).</p> <p>A waiting period of ninety (90) days following the Policy Effective Date applies (see Section 3.1.1(c)).</p>
Congenital and Juvenile Disease Benefit*	<p><b>HKD500,000 / HKD150,000 / HKD25,000</b> – payable when the Child as the Insured Person is diagnosed with a Congenital and Juvenile Disease or receives a Congenital and Juvenile Disease Treatment. The applicable benefit limit is determined by the severity level of the condition (see Section 2.2.2).</p> <p>A waiting period of <b>ninety (90) days</b> following the date of the Live Birth of the Child applies (see Section 3.1.1(b)).</p>	<p><b>HKD500,000 / HKD150,000 / HKD25,000</b> – payable when the Child is diagnosed with a Congenital and Juvenile Disease or receives a Congenital and Juvenile Disease Treatment. The applicable benefit limit is determined by the severity level of the condition (see Section 2.2.2).</p> <p>A waiting period of <b>ninety (90) days</b> following the Policy Effective Date applies (see Section 3.1.1(c)).</p>
Hospital Cash Benefit*	<p><b>HKD2,000 per day, up to HKD40,000</b> – payable when the Child as the Insured Person is (a) admitted to the ICU or (b) receives Phototherapy for Severe Jaundice.</p> <ul style="list-style-type: none"> <li>The sub-limit for ICU Admission is HKD20,000 (see Section 2.2.3).</li> <li>The sub-limit for Phototherapy for Severe Jaundice is HKD20,000 (see Section 2.2.3).</li> </ul> <p>No waiting period applies.</p>	<p><b>HKD2,000 per day, up to HKD20,000</b> – payable when the Child is admitted to the ICU. (see Section 2.2.3).</p> <p>A waiting period of <b>ninety (90) days</b> following the Policy Effective Date applies (see Section 3.1.1(c)).</p>
<p><b>* Notes:</b> The aggregate benefit limit for the Genetic Disease Benefit, Congenital and Juvenile Disease Benefit, and Hospital Cash Benefit is HKD500,000. This Plan will be terminated after we have paid a total of HKD500,000 for these benefits (see Sections 2.2.1.4, 2.2.2.4, 2.2.3.5 and 7.6.1(a)).</p>		



	<u>Pre-Birth Version</u>	<u>Post-Birth Version</u>
Child Compassionate Death Benefit	<p><b>HKD20,000</b> – payable when the Child as the Insured Person dies.</p> <p>No waiting period applies.</p> <p>This benefit is only payable when none of the Genetic Disease Benefit, Congenital and Juvenile Disease Benefit or Hospital Cash Benefit has become payable or been paid.</p> <p>We will pay this benefit only <b>once</b>. Afterwards this Plan will be terminated.</p>	<p><b>HKD20,000</b> – payable when the Child dies.</p> <p>A waiting period of <b>ninety (90) days</b> following the Policy Effective Date applies (see Section 3.1.1(c)).</p> <p>This benefit is only payable when none of the Genetic Disease Benefit, Congenital and Juvenile Disease Benefit or Hospital Cash Benefit has become payable or been paid.</p> <p>We will pay this benefit only <b>once</b>. Afterwards this Plan will be terminated.</p>
<b>Compensation Method, Renewal and Conversion right</b>		
Compensation Method	<p><b>Lump sum</b> – we will pay in lump sum for the Pregnancy Complication Benefit, Genetic Disease Benefit, Congenital and Juvenile Disease Benefit, the Mother Compassionate Death Benefit or the Child Compassionate Death Benefit.</p> <p><b>Daily cash</b> – we will pay in the form of daily cash for the Hospital Cash Benefit.</p>	
Renewal	<p><b>Yearly Guarantee Renewal (for the Child only)</b> – up to Age eighteen (18) of the Child (see Sections 6.7 and 7.6; subject to, among others, Sections 5.3.3(b), 6.7.1 and 6.7.2).</p>	
Conversion right	<p><b>Option to convert (for the Child only)</b> - we may offer an option to convert this Plan to our Bowtie Term Critical Illness Insurance Plan or our other similar single cover plan without requiring re-underwriting or proof of insurability after the Child's eighteenth (18th) birthday (see Section 6.8).</p>	

## 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. Benefits for the Expectant Mother

#### 2.1.1. What is your Pregnancy Complication Benefit

**2.1.1.1.** This benefit shall be payable as stated in the Benefit Summary if the Expectant Mother as the Insured Person is diagnosed with a Pregnancy Complication while this Plan is in force, provided that:

- (a) the relevant diagnosis is made by a Registered Medical Practitioner or Registered Medical Specialist who is legally authorized to render medical services in Hong Kong or otherwise approved by us;
- (b) the childbirth and/or the Pregnancy Complication (where the Pregnancy Complication is a surgical procedure) take(s) place in Hong Kong; and
- (c) the Pregnancy Complication is included in the table below:

	<b>Pregnancy Complications covered (as specified in Appendix 1)</b>
1.	Disseminated Intravascular Coagulation (DIC)
2.	Pre-eclampsia Complications
3.	Miscarriage
4.	Medically Prescribed Induced Abortion
5.	Stillbirth
6.	Postpartum Hemorrhage Requiring Hysterectomy
7.	Amniotic Fluid Embolism
8.	Abruptio Placentae
9.	Placenta Accreta or Placenta Increta
10.	Peripartum Cardiomyopathy

**2.1.1.2.** If the Expectant Mother gives a Live Birth, this benefit will be terminated on the sixteenth (16th) day following the date of such Live Birth.

**2.1.1.3.** This benefit is only applicable to the Pre-Birth Version.

#### 2.1.2. What is your Mother Compassionate Death Benefit

**2.1.2.1.** While this Plan is in force, if the Expectant Mother as the Insured Person dies in Hong Kong, as a direct result of a Pregnancy Complication or giving birth to the Child, this benefit shall be payable as stated in the Benefit Summary.

**2.1.2.2.** We will not pay this benefit if the Pregnancy Complication Benefit has been paid or has become payable.

**2.1.2.3.** For the avoidance of doubt, after this benefit has become payable or been paid, this Plan will remain in force with the Child as the Insured Person from the date of the Live Birth.

**2.1.2.4.** This benefit is only applicable to the Pre-Birth Version.

## 2.2. Benefits for the Child

### 2.2.1. What is your Genetic Disease Benefit

**2.2.1.1.** This benefit shall be payable as stated in the Benefit Summary and Section 2.2.1.2 if the Child as the Insured Person is diagnosed with a Genetic Disease while this Plan is in force, provided that:

- (a) the relevant diagnosis is made by a Registered Medical Practitioner or Registered Medical Specialist who is legally authorized to render medical services in Hong Kong or otherwise approved by us;
- (b) the place of birth of the Child is Hong Kong (applicable to the Child under the Pre-Birth Version only); and
- (c) the Genetic Disease is included in the table in Section 2.2.1.2.

**2.2.1.2.** This benefit covers the following Genetic Diseases up to the following respective limits:

	Genetic Diseases covered (as specified in <b>Appendix 1</b> )	Benefit limit
1.	Severe Combined Immunodeficiency (SCID)	<b>HKD500,000</b>
2.	Severe Maple Syrup Urine Disease (MSUD)	
3.	Severe Propionic Acidaemia (PA)	
4.	Severe Adrenoleukodystrophy (ALD)	
5.	Severe Argininosuccinic Aciduria	
6.	Severe Classic Citrullinaemia Type 1	
7.	Severe Methylmalonic Aciduria -MUT, cblA/B	<b>HKD150,000</b>
8.	Severe Classic Phenylketonuria (PKU)	
9.	Severe Isovaleric Acidaemia (IVA)	
10.	Severe Classic Congenital Adrenal Hyperplasia (CAH)	
11.	Severe Medium-chain Acyl-CoA Dehydrogenase Deficiency (MCAD)	
12.	Severe Glutaric Acidaemia Type 1 (GA1)	
13.	Severe Neonatal Multiple Carboxylase Deficiency (MCD)	
14.	Severe 3-Methylcrotonyl-CoA Carboxylase Deficiency (3MCC)	
15.	Severe Primary Carnitine Deficiency	
16.	Severe Biopterin defect in cofactor regeneration (BIOPT-REG)	
17.	Angelman Syndrome	

**2.2.1.3.** In the event of any dispute in relation to your entitlement under this benefit, we have the right to refer such dispute to our appointed medical advisor and/or Registered Medical Specialist at our reasonable discretion for determination which shall be final and binding.

**2.2.1.4.** The aggregate paid or payable amount of this benefit, the Congenital and Juvenile Disease Benefit (see Section 2.2.2) and the Hospital Cash Benefit (see Section 2.2.3) shall not, in any circumstances, exceed HKD500,000. Once such aggregate paid or payable amount reaches HKD500,000, this Plan shall be terminated.

**2.2.1.5.** This benefit is applicable to both the Pre-Birth Version and the Post-Birth Version.

## **2.2.2. What is your Congenital and Juvenile Disease Benefit**

**2.2.2.1.** This benefit shall be payable as stated in the Benefit Summary and in Section 2.2.2.2 if the Child as the Insured Person is diagnosed with a Congenital and Juvenile Disease or receives a Congenital and Juvenile Disease Treatment when this Plan is in force, provided that:

- (a) the relevant diagnosis is made by and the treatment is recommended by a Registered Medical Practitioner or Registered Medical Specialist who is legally authorized to render medical services in Hong Kong or otherwise approved by us;
- (b) the place of birth of the Child is Hong Kong (applicable to the Child under the Pre-Birth Version only); and
- (c) the Congenital and Juvenile Disease and the Congenital and Juvenile Disease Treatment is included in the table in Section 2.2.2.2.

**2.2.2.2.** This benefit covers the following Congenital and Juvenile Diseases and Congenital and Juvenile Disease Treatments up to the following respective limits:

	<b>Congenital and Juvenile Diseases and Treatments covered</b> (as specified in <b>Appendix 1</b> )	<b>Benefit limit</b>
<b>(A)</b>	<b>Cancer</b>	
1	Cancer	HKD500,000
2	Early Stage Cancer: Carcinoma-in-situ and Early stage malignancy	HKD150,000
<b>(B)</b>	<b>Illnesses related to the Heart</b>	
3	Aorta Graft Surgery	HKD500,000
4	Coronary Artery By-Pass Grafts	HKD500,000
5	Heart Attack	HKD500,000
6	Heart Valve Replacement or Repair	HKD500,000
7	Kawasaki Disease with heart complications	HKD150,000
8	Other Serious Coronary Artery Disease	HKD500,000
9	Primary Pulmonary Arterial Hypertension	HKD500,000
10	Rheumatic Heart Valve Disease	HKD150,000
<b>(C)</b>	<b>Illnesses related to Neurodevelopmental Disorder</b>	
11	Severe Autism	<b>HKD150,000</b> <sup>(a)</sup>
12	Severe Attention Deficit Hyperactivity Disorder (Severe ADHD)	<b>HKD25,000</b> <sup>(a)</sup>
<b>(D)</b>	<b>Illnesses related to the Nervous System</b>	
13	Amyotrophic Lateral Sclerosis	HKD500,000
14	Apallic Syndrome	HKD500,000
15	Bacterial Meningitis	HKD500,000
16	Benign Brain Tumour	HKD500,000
17	Coma	HKD500,000
18	Encephalitis	HKD500,000

19	Huntington's Disease (HD)	HKD150,000
20	Juvenile Spinal Muscular Atrophy Type I	HKD500,000
21	Juvenile Spinal Muscular Atrophy Type II	HKD500,000
22	Juvenile Spinal Muscular Atrophy Type III	HKD500,000
23	Major Head Trauma	HKD500,000
24	Multiple Sclerosis	HKD500,000
25	Muscular Dystrophy	HKD500,000
26	Osteogenesis Imperfecta	HKD500,000
27	Progressive bulbar palsy	HKD500,000
28	Primary Lateral Sclerosis	HKD500,000
29	Paralysis of Limbs	HKD500,000
30	Poliomyelitis	HKD500,000
31	Stroke	HKD500,000
<b>(E)</b>	<b>Illnesses related to Major Organs and Functions</b>	
32	Aplastic Anaemia	HKD500,000
33	End-Stage Liver Disease	HKD500,000
34	End-Stage Lung Disease	HKD500,000
35	Fulminant Viral Hepatitis	HKD500,000
36	Intussusception Surgery	HKD150,000
37	Kidney Failure	HKD500,000
38	Major Organ Transplant	HKD500,000
39	Pediatric Scoliosis Requiring Surgery	HKD150,000
40	Pyloric Stenosis Surgery	HKD150,000
41	Severe Ulcerative Colitis	HKD500,000
42	Surgery for Congenital Megacolon	HKD150,000
43	Wilson's Disease	HKD150,000
<b>(F)</b>	<b>Other Major Illnesses</b>	
44	Acquired Immune Deficiency Syndrome (AIDS) / Human Immunodeficiency Virus (HIV) due to Blood Transfusion	HKD500,000
45	Ebola	HKD500,000
46	Severe Hemophilia	HKD500,000
47	Severe Rheumatoid Arthritis	HKD500,000
48	Still's Disease	HKD150,000
49	Systemic Lupus Erythematosus (SLE) with Lupus Nephritis	HKD500,000
50	Systemic Scleroderma	HKD500,000
51	Transfusion-Dependent Severe Beta-Thalassemia	HKD500,000
<b>(G)</b>	<b>Disabilities</b>	
52	Blindness	HKD500,000
53	Loss of Hearing	HKD500,000
54	Loss of One Eye and One Limb	HKD500,000
55	Loss of Speech	HKD500,000

56	Major Burns	HKD500,000
<b>(H)</b>	<b>Supplementary Coverages</b>	
57	Loss of Independent Existence <sup>(b)</sup>	HKD500,000
58	Major Medical Treatment	HKD500,000
59	Terminal Illness	HKD500,000
<b>Notes:</b> (a) The total benefit limit for Severe Autism and Severe ADHD is HKD150,000. For example, if HKD25,000 has been paid for Severe ADHD as Congenital and Juvenile Disease Benefit, the balance of the benefit payable under this plan for Severe Autism will be HKD125,000. (b) The Insured Person's Age shall be at least five (5) at the time of the diagnosis of the Loss of Independent Existence.		

- 2.2.2.3.** In the event of any dispute in relation to your entitlement under this benefit, we have the right to refer such dispute to our appointed medical advisor and/or Registered Medical Specialist at our reasonable discretion for determination which shall be final and binding.
- 2.2.2.4.** The aggregate paid or payable amount of this benefit, the Genetic Disease Benefit (see Section 2.2.1), and the Hospital Cash Benefit (see Section 2.2.3) shall not in any circumstances exceed HKD500,000. Once such aggregate paid or payable amount reaches HKD500,000, this Plan shall be terminated.
- 2.2.2.5.** This benefit is applicable to both the Pre-Birth Version and the Post-Birth Version.

### 2.2.3. What is your Hospital Cash Benefit

- 2.2.3.1.** For the Pre-Birth Version, while this Plan is in force and provided that the place of birth of the Child is Hong Kong, if the Child as the Insured Person is admitted to the ICU (as provided under "ICU Admission" in **Appendix 1**) or receives a Phototherapy for Severe Jaundice (as provided in **Appendix 1**) in Hong Kong, this benefit shall be payable as stated in the Benefit Summary.
- 2.2.3.2.** For the Post-Birth Version, while this Plan is in force, if the Child is admitted to the ICU (as provided under "ICU Admission" in **Appendix 1**) in Hong Kong, this benefit shall be payable as stated in the Benefit Summary.
- 2.2.3.3.** In the event of any dispute in relation to your entitlement under this benefit, we have the right to refer such dispute to our appointed medical advisor and/or Registered Medical Specialist at our reasonable discretion for determination which shall be final and binding.
- 2.2.3.4.** We will not pay this benefit if the Congenital and Juvenile Disease Benefit has been paid or is payable for any Major Medical Treatment, the cause of which is the same as the ICU Admission and/or Phototherapy for Severe Jaundice.
- 2.2.3.5.** The aggregate paid or payable amount of this benefit, the Genetic Disease Benefit (see Section 2.2.1), and the Congenital and Juvenile Disease Benefit (see Section 2.2.2) shall not in any circumstances exceed HKD500,000. Once such aggregate paid or payable amount reaches HKD500,000, this Plan shall be terminated.

#### **2.2.4. What is your Child Compassionate Death Benefit**

- 2.2.4.1.** While this Plan is in force, upon the death of the Child as the Insured Person, this benefit shall be payable as stated in the Benefit Summary.
- 2.2.4.2.** We will not pay this benefit if any of the Genetic Disease Benefit (see Section 2.2.1), the Congenital and Juvenile Disease Benefit (see Section 2.2.2), or the Hospital Cash Benefit (see Section 2.2.3) has been paid or has become payable.
- 2.2.4.3.** This benefit is applicable to both the Pre-Birth Version and the Post-Birth Version.

## Part 3: What is not covered

### 3.1. What is excluded

- 3.1.1.** No benefit will be payable under this Plan for any Pregnancy Complication, Genetic Disease, Congenital and Juvenile Disease, Congenital and Juvenile Disease Treatment, ICU Admission, Phototherapy for Severe Jaundice or death caused by or arising from directly or indirectly, wholly or partly, any of the following events and/or in the following circumstances:
- (a) Waiting period (applicable to the Expectant Mother under the Pre-Birth Version only):** for all benefits for the Expectant Mother under the Pre-Birth Version, the Expectant Mother as the Insured Person dies or suffers from any Pregnancy Complications, the sign(s) and/or symptom(s) of, or undergoes a Pregnancy-related surgery, the cause(s) and/or condition(s) which have been manifested within thirty (30) days following the Policy Effective Date;
  - (b) Waiting period (applicable to the Child under the Pre-Birth Version only):** for the Congenital and Juvenile Disease Benefit under the Pre-Birth Version, the Child as the Insured Person suffers from any illness, the sign(s) and/or symptom(s) of, or undergoes a surgery, the cause(s) and/or condition(s) which, have been manifested within ninety (90) days following the date of a Live Birth of the Child (except for an illness or surgery caused directly by an Accident and diagnosed within ninety (90) days from the date of the Accident);
  - (c) Waiting period (applicable to the Child under the Post-Birth Version only):** for all benefits for the Child under the Post-Birth Version, the Child suffers from any illness, the sign(s) and/or symptom(s) of, or undergoes a surgery, the cause(s) and/or condition(s) which, have been manifested within ninety (90) days following the Policy Effective Date (except for an illness or surgery caused directly by an Accident and diagnosed within ninety (90) days from the date of the Accident);
  - (d) Major assisted conception (applicable to the Pre-Birth Version only):** for all benefits under the Pre-Birth Version, the use of surgical methods to increase the number of eggs during ovulation or to bring a human sperm and an egg, or eggs, close together, thereby increasing the chance of conception. This includes but is not limited to intra-uterine insemination (IUI), in vitro fertilization (IVF) and intracytoplasmic sperm injection (ICSI). For the avoidance of doubt, (i) no benefit will be payable under the Pre-Birth Version of the Plan for any Child who is born as a result of the use of any of the above surgical methods, and (ii) this exclusion does not apply to the Post-Birth Version;
  - (e) Pre-existing Condition(s);**
  - (f) HIV and AIDS:** any illness, disease, ptomaines or infection including infection with any HIV and/or any HIV-related illness including AIDS and/or any mutations, derivations or variations thereof, except infection which directly results from an accidental cut or wound, or AIDS/HIV due to Blood Transfusion (as defined in **Appendix 1**);
  - (g) Drugs, suicide and illegal activities:**
    - (i) dependence, overdose or influence of drugs, alcohol, narcotics or similar substances 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;



- (h) **Armed forces:** participation in any armed force or peace-keeping activities;
- (i) **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
- (j) **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 Live Birth

- 4.1.1. For the Pre-Birth Version, if the Expectant Mother gives a Live Birth, such Live Birth must be notified to us on or before the fourteenth (14th) day prior to the first (1st) Plan Anniversary.
- 4.1.2. The notification in Section 4.1.1 must be supported by the Child's birth certificate and any other information which we may reasonably require.
- 4.1.3. For the Pre-Birth Version, no benefit for the Child shall be payable unless notification is made pursuant to Sections 4.1.1 and 4.1.2.

### 4.2. Notice of claim

- 4.2.1. All cases of death must be notified immediately to us.
- 4.2.2. A claim must be submitted to us within ninety (90) days after the covered event happens.
- 4.2.3. The claim will not be invalidated solely by reason of failure to give notice as required by Sections 4.2.1 and 4.2.2 if it is shown that:
  - (a) it was not reasonably possible to give such notice; and
  - (b) notice of claim was given to us as soon as reasonably possible.

### 4.3. Filing proof of claim

- 4.3.1. 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.
- 4.3.2. The claim for the Pregnancy Complication Benefit, the Genetic Disease Benefit, the Congenital and Juvenile Disease Benefit, and the Hospital Cash Benefit must be supported by the following documents and any other documents specified in **Appendix 1** in respect of individual covered illness:
  - (a) medical certificate(s) of diagnosis issued by a Registered Medical Practitioner or a Registered Medical Specialist who is legally authorized to render medical services in Hong Kong, or otherwise approved by us; and
  - (b) certificate(s) of confirmatory result from medical investigations issued by a Registered Medical Practitioner or a Registered Medical Specialist who is legally authorized to render medical services in Hong Kong, or otherwise approved by us, including but not limited to, clinical, radiological, histological, and laboratory evidence,where such certificates must have been issued prior to the Insured Person's death.
- 4.3.3. The medical certificates referred to in Section 4.3.2 are subject to the approval of our medical advisor.

**4.3.4.** We may require any additional proof in support of the claim, including but not limited to originals of any documents.

**4.3.5.** If you submit a claim which is in any respect fraudulent, unfounded, incorrect, incomplete or misleading, or if you withhold any information or conspire with any third party to obtain a benefit from this 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.

#### **4.4. Medical examination and autopsy**

**4.4.1.** We may require any additional proof and request medical examination(s) of the Insured Person(s) 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 and Case-based Exclusion(s) 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.
- 5.1.4. For the Pre-Birth Version, if the Expectant Mother gives a Live Birth while this Plan is in force, you shall notify us of such Live Birth by providing proof of Live Birth to us on or before the fourteenth (14th) day prior to the first (1st) Plan Anniversary. Proof of Live Birth shall consist of:
  - (a) a birth certificate of the Child; and
  - (b) any other information which we may reasonably require.
- 5.1.5. For the Pre-Birth Version, if we do not receive your notification under Section 5.1.4:
  - (a) this Plan shall be terminated at the first (1st) Plan Anniversary; and
  - (b) no benefit for the Child shall be payable.

### 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, we will endorse the change of Place of Residence of the Insured Person in writing, subject to:
- (a) Section 5.3.3; and
  - (b) the application of any new Premium Loading to your Plan 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 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 in or works at.

## 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, as well as your conversion right.

### 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 a request is entirely at our discretion.
- (b) The transfer of ownership of this Plan in accordance with Section 6.2.1(a) 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) 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) shall be deemed to be the date of your death.
- (d) If any of the conditions in Section 6.2.2(b) 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 any of the Insured Person(s) is (are) alive, any benefits (except the Mother Compassionate Death Benefit and Child Compassionate Death Benefit) payable under this Plan will be paid to you, or otherwise to your estate.

6.3.2. If the Insured Person(s) die(s), then the Mother Compassionate Death Benefit and/or Child Compassionate Death Benefit payable under this Plan will be paid to the Beneficiary (unless otherwise provided under applicable law). If no Beneficiary survives any of the Insured Person(s), 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 Beneficiary who predeceases any of the Insured Person(s) shall, upon the death of such joint Beneficiary, accrue to the then surviving Beneficiary or 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(s), the Mother Compassionate Death Benefit and/or Child Compassionate Death Benefit payable 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 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;<sup>1</sup>
  - (b) such change has been confirmed by us by notice; and
  - (c) both you and the Insured Person(s) 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 does not apply at Renewal.
- 6.5.3.** If you cancel the Plan in accordance with Section 6.5.1:
- (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.

<sup>1</sup> 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, 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 Child as the Insured Person's eighteenth (18<sup>th</sup>) 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 Child as 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 conversion right**

- 6.8.1.** Subject to our sole discretion, we may offer you the option to convert this Plan to our Bowtie Term Critical Illness Insurance Plan or our other similar prevailing single cover term critical illness insurance plan upon the Plan Anniversary immediately following the eighteenth (18<sup>th</sup>) birthday of the Child as the Insured Person without requiring re-underwriting or proof of insurability.
- 6.8.2.** We may offer you such option only if:
- (a) no claims in respect of the Child has been made from the Policy Effective Date to the Plan Anniversary immediately following the eighteenth (18<sup>th</sup>) birthday of the Child (except for any claims for Hospital Cash Benefit in relation to Phototherapy for Severe Jaundice); and
  - (b) you have complied with all of the Plan Terms and Conditions.
- 6.8.3.** The sum insured for the new insurance plan resulting from Section 6.8.1 shall not exceed HKD500,000, and the Insured Person for the new plan is limited to the Child who is the Insured Person of this Plan.

## **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.
- 7.3.6.** Unless otherwise stated, the provisions in this Plan apply to both the Pre-Birth Version and the Post-Birth Version.

### **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 terminated at the earliest occurrence of the following:

- (a) the occurrence of Miscarriage, Medically Prescribed Induced Abortion, or Stillbirth;
- (b) for the Pre-Birth Version, if the Expectant Mother gives a Live Birth and if we do not receive your notification under Section 5.1.4, the first (1<sup>st</sup>) Policy Anniversary;
- (c) when the amount paid or payable for the Genetic Disease Benefit, the Congenital and Juvenile Disease Benefit and the Hospital Cash Benefit in aggregate reaches HKD500,000 (see Sections 2.2.1.4, 2.2.2.4, and 2.2.3.5);
- (d) the death of the Child;
- (e) the Plan Anniversary immediately following the eighteenth (18<sup>th</sup>) birthday of the Child as the Insured Person; and
- (f) 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 Plan during the lifetime of the Insured Person(s) 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(s) 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(s) 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(s), 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](mailto: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(s), from the date it becomes illegal.
- 7.15.2.** If we declare the Plan void under Section 7.15.1, we will refund the premium we received for the period during which the Plan is void 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(s) 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(s) 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 which sets out, among other things, the benefit items and maximum benefits covered under the Plan.
“Case-based Exclusion(s)”	shall mean the exclusion of a particular sickness or disease from the coverage of this Plan that may be applied by us based on a Pre-existing Condition or factors affecting the insurability of the Insured Person.
“Child”	shall mean:- <ul style="list-style-type: none"> <li>(a) For the Pre-Birth Version, the child born as a direct result of a Live Birth from the Expectant Mother for her Pregnancy which exists on the date of the application form for this Policy; or</li> <li>(b) For the Post-Birth Version, the person that is named as the “Insured Person” in the Policy Schedule on the Policy Effective Date.</li> </ul>
“Child Compassionate Death Benefit”	shall mean the benefit described in Section 2.2.4.

“Congenital and Juvenile Disease”	shall have the meaning ascribed to it in <b>Appendix 1</b> .
“Congenital and Juvenile Disease Treatment”	shall have the meaning ascribed to it in <b>Appendix 1</b> .
“Congenital and Juvenile Disease Benefit”	shall mean the benefit described in Section 2.2.2.
“Cooling-off Period”	shall mean a period of twenty-one (21) days after the Policy Issuance Date.
“Definitions of Covered Diseases, Critical Illnesses and Surgical Procedures and Benefit Limits” or “Appendix 1”	shall mean the supplementary document entitled “Definitions of Covered Diseases, Critical Illnesses and Surgical Procedures and Benefit Limits” attached to the Plan Terms and Conditions as Appendix 1 which sets out, among others, the detailed definitions of the medical conditions and surgical procedures relating to this Plan.
“Expectant Mother” (this definition is only applicable to the Pre-Birth Version)	<p>shall mean a female:</p> <ul style="list-style-type: none"> <li>(a) who is Pregnant on the date of the application form for this Plan;</li> <li>(b) who carries the fetus for herself on the date of the application form for this Plan;</li> <li>(c) whose name is shown on the Policy Schedule as the Insured Person on the Policy Effective Date; and</li> <li>(d) who is identified as the mother on the Child’s birth certificate if she gives a Live Birth.</li> </ul>
“Genetic Disease”	shall have the meaning ascribed to it in <b>Appendix 1</b> .
“Genetic Disease Benefit”	shall mean the benefit described in Section 2.2.1.
“HKD”	shall mean Hong Kong dollars.

“Hong Kong”	shall mean the Hong Kong Special Administrative Region of the People’s Republic of China.
“Hospital Cash Benefit”	shall mean the benefit described in Section 2.2.3.
“ICU Admission”	shall have the meaning ascribed to it in <b>Appendix 1</b> .
“Insured Person”	shall mean the Insured Person described in Section 1.1.1.
“Live Birth”	shall mean the complete expulsion or extraction of a fetus from its mother as a result of a Pregnancy, where the infant, after such separation and cutting of the umbilical cord, subsequently breathes or shows any other signs or evidence of life (including but not limited to beating of the heart and/or definite movement of voluntary muscles). For the avoidance of doubt, Stillbirth is not considered as a Live Birth.
“Major Medical Treatment”	shall have the meaning ascribed to it in <b>Appendix 1</b> .
“Medically Prescribed Induced Abortion”	shall have the meaning ascribed to it in <b>Appendix 1</b> .
“Miscarriage”	shall have the meaning ascribed to it in <b>Appendix 1</b> .
“Mother Compassionate Death Benefit”	shall mean the benefit described in Section 2.1.2.
“Phototherapy of Severe Jaundice”	shall have the meaning ascribed to it in <b>Appendix 1</b> .
“Post-Birth Version”	shall mean a scenario where this Plan is issued when the person named as the “Proposed Insured Person” in the application form for this Plan is below Age eighteen (18) on the date of such application form.
“Pre-Birth Version”	shall mean a scenario where this Plan is issued when the person named as the “Proposed Insured Person” in the application form for this Plan is Age eighteen (18) or above on the date of such application form.



“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 the <b>Policy Schedule, Appendix 1</b> and any Supplement(s).
“Policy Effective Date”	shall mean the date when these Plan Terms and Conditions first become effective as specified in the <b>Policy Schedule</b> .
“Policy Issuance Date”	shall mean the date of first issuance of these Plan Terms and Conditions as specified in the <b>Policy Schedule</b> .
“Policy Schedule”	shall mean the document entitled “ <b>Policy Schedule</b> ” 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.
“Pregnant / Pregnancy”	shall mean the condition or period during which a viable fetus develops inside the uterus of the fetus's mother.
“Pregnancy Complication”	shall have the meaning ascribed to it in <b>Appendix 1</b> .
“Pregnancy Complication Benefit”	shall mean the benefit described in Section 2.1.1.

“Pre-existing Condition(s)”

shall mean, in respect of the Insured Person(s), 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:

- (a) it has been diagnosed;
- (b) medical advice, care or treatment has been sought, recommended or received; or
- (c) it has manifested clear and distinct signs or symptoms for which a reasonable person in the same circumstances would have sought medical advice, care or treatment.

“Premium Loading”

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

“Registered Medical Practitioner” and “Registered Medical Specialist”

shall mean a medical practitioner and specialist of western medicine who are:

- (a) duly qualified and registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) or a body of equivalent standing in jurisdiction(s) outside Hong Kong (as reasonably determined by us in utmost good faith); and
- (b) legally authorized for rendering medical service in Hong Kong or the relevant jurisdiction outside Hong Kong.

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

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

“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.
"Stillbirth"	shall have the meaning ascribed to it in <b>Appendix 1</b> .
"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 <b>Policy Schedule</b> or the transferee in the event there is an effective change of ownership in accordance with Section 6.2.