

Hospital CashPlus Insurance

General Conditions

CLAUSE 1 - DEFINITIONS

For the purpose of this Policy, the definitions of the terms used are listed below:

1. **Accident**

An unforeseen and unexpected event of violent, accidental, external and visible nature which shall independently of any other cause be the sole and direct cause of bodily injury.

2. **Company**

Fidelidade Macau – Insurance Company Limited

3. **Confinement**

The confinement to Hospital as a Resident Inpatient on the advice of and under the regular care and attendance of a Physician.

4. **Congenital Condition**

(a) Any medical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities which become apparent within six (6) months of birth.

(b) The following (but not to the exclusion of all others) are deemed to be congenital conditions:

(i) Hernias of all types, excepting when caused by a trauma after commencement of insurance under this Policy

(ii) Epilepsy (Petit Mal or Grand Mal), excepting when caused by a trauma after commencement of insurance under this Policy

(iii) Strabismus

(iv) Hydrocephalus

(v) Pre-auricular Sinus

(vi) Undescended Testicle

(vii) Hypospadias

(viii) Meckel's Diverticulum

(ix) Arteriovenous Malformation

5. **Daily Cash Benefit**

The benefit payable for each Day of Confinement of an Insured Person for Sickness or Injury covered by this Policy subject to the maximum amount stated in the Policy Schedule.

6. **Day of Confinement**

Each continuous twenty-four (24) hour period that an Insured Person is confined as a Resident Inpatient in Hospital for a minimum of twenty-four (24) hours.

7. **Hospital**

A facility duly registered and legally authorized as a Hospital under the laws of the country in which it is established, and which

(a) operates primarily for the medical care and treatment of the sick and injured persons, on an In-patient basis and at the patient's expense; and

(b) has the necessary medical facilities for diagnosis and major surgery and provides twenty-four (24) hour full-time nursing service by or under the supervision of registered Nurses; and

(c) has at least one legally licensed Physician in regular attendance inside the Hospital at all times; and

(d) maintains a daily medical record for each patient, which is accessible to the Company's appointed medical advisor.

A Hospital shall not include a mental institution, an institution operating primarily for the treatment of psychiatric or psychological disease, a skilled nursing facility, a convalescent or a nursing home, a rest home, a home for the old-aged, a facility or place for alcoholics or drug addicts, a health hydro, a nature-cure clinic, or a facility for rehabilitation or for extended care, or any establishment similar to the foregoing.

8. **Injury**

Accidental bodily injury occurring whilst the Insured Person whose injury is the basis of a claim is covered under this Policy, and such injury is not caused by and does not result from any of the events described in Clause 6 of this Policy. Such injury must result, directly and independently of all other causes, in Confinement of such Insured Person.

9. Principal Insured

A person named as Principal Insured in the Policy Schedule, who is under sixty (60) years of age at the commencement of insurance under this Policy.

10. Insured Child

The physical child or legally adopted child of the Principal Insured. Such child:

- (a) must be unmarried; and
- (b) must be older than six (6) months of age and below eighteen (18) years of age; and
- (c) must reside permanently with the Principal Insured; and
- (d) must and be financially dependent upon the Principal Insured; and
- (e) must be covered by this Policy and named in the Policy Schedule.

11. Insured Person

The Principal Insured, the Insured Spouse or any Insured Child whose life, health or physical body is insured under this Policy and who is named in the Policy Schedule.

12. Insured Spouse

A person who is legally married to the Principal Insured, who is living with the Principal Insured, who is under sixty (60) years of age at the commencement of insurance under this Policy, who is covered under this Policy and who is named in the Policy Schedule.

13. Intensive Care Unit

That section, ward or wing of a Hospital solely established and devoted to and appropriate for providing intensive medical and nursing care for inpatients, which is under the constant supervision of a Physician with superior or special expertise in the field of Intensive Care Unit and who has obtained additional formal medical qualification in that field, and which is specially equipped for treatment of patients

- (i) who are in a critical condition; or
- (ii) who require life support facilities

and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and high-care wards.

14. Nurse

A qualified or trainee nurse or general nurse duly registered pursuant to the laws of the country in which he/she is employed.

15. Physician

A person duly qualified and legally registered as such in Macau SAR or Hong Kong SAR and, should a claim and treatment occur out of Macau SAR or Hong Kong SAR, the term shall mean a practitioner of western medicine pursuant who is duly registered as such under the laws of the country in which the claim arises and where treatment takes place.

For the purpose of this Policy, Physician shall not include the Insured Person whose Confinement is the basis of a claim hereunder, or a relative of such Insured Person unless approved by the Company.

16. Policy Schedule

The Policy Schedule attached to and forms part of this Policy, containing the identity of the Policyholder and Insured Person(s), the benefits, as well as other specific information of this Policy.

17. Policyholder

The person or entity who established this Policy with the Company and is responsible for the payment of the Premium and any additional premiums or legal charges

18. Resident Inpatient

An Insured Person whose Hospital Confinement is as a resident bed patient and whose Confinement is necessary for the medical care, diagnosis and treatment of a Sickness or Injury covered by this Policy, and not merely for any form of nursing, convalescence, rehabilitation, rest, extended-care or routine medical check up.

19. Sickness

A physical condition marked by a pathological deviation from the normal healthy state.

CLAUSE 2 – BASIS OF CONTRACT

1. The entire contract between the Policyholder and the Company is constituted by this Policy with all its pages including these General Conditions, the Application, the Policy Schedule, and any attached endorsements or amendments relating to this Policy. All of these documents should make reference in all honesty to all facts and circumstances as to the evidence of insurability. In the absence of fraud, all statements in the Application shall be deemed to be representations and not warranties.
2. If there is any fraud, material misstatement or concealment

- (i) in any information provided in the Application or in any other written statements or declarations on which this Policy is based; or
 - (ii) in relation to any other matter affecting this Policy; or
 - (iii) in connection with the making of any claims under this Policy,
- the Company shall have the sole and absolute discretion to render this Policy null and void and forfeit and (if applicable) recover all benefits paid and/or payable in relation to the claims hereunder. Unless otherwise provided in this Policy, any premium paid by the Policyholder shall not be refundable and shall be forfeited in such circumstances, without affecting the fact that this Policy is null and void under the terms of this Clause.

CLAUSE 3 – COMMENCEMENT AND TERMINATION

1. Policy Effective date

This Policy shall become effective and commence on the Policy Effective Date specified in the Policy Schedule.

2. Renewal Agreement

- a) Payment of premium when due will continue this Policy which will remain in force until the next premium due date.
- b) This Policy will be renewed upon the premium due date until the Policy is terminated pursuant to the provisions of paragraph 3 of this Clause.

3. Policy Termination

3.1. This Policy shall automatically be terminated on the earliest of the following:

- a) At Macau time 24.00 on the Policy Expiry Date; or
- b) The date this Policy is terminated by the Policyholder pursuant to the provisions of paragraph 3.2 of this Clause; or
- c) The date this Policy is terminated by the Company pursuant to the provisions of paragraph 3.3 of this Clause; or
- d) The date this Policy terminates in case of non-payment of Premiums, pursuant to the provisions of paragraph 5 of Clause 8.
- e) At the end of the Policy year the Principal Insured attains sixty-five (65) years of age.

3.2. The Policyholder may, at any time, terminate this Policy by given seven (7)-day notice writing to the Company.

a) For monthly payment Policy

The Policy termination shall become effective on the next monthly premium due date after the Company received the notice.

b) For annual payment Policy

The Policy termination shall become effective after the notice is received by the Company. Provided no claim has arisen during the period of insurance already covered by the annual premium concerned, the Policyholder shall be entitled to a partial refund equal to 50% of the pro-rata premium correspondent to the period not yet elapsed, subject to the condition that no refund shall be paid if (i) the covered period exceed eight (8) months, or (ii) the refund amount is equal or less than HKD/MOP 100.00.

3.3. The Company may, at any time, terminate this Policy by notifying the Policyholder by any means involving a written record, at least thirty (30) days prior to the date on which the cancellation is to take effect. This Policy shall remain in force during the notice period. The Policyholder will then be refunded the entire Premium corresponding to the insurance period which has not yet lapsed.

3.4. Any cancellation of this Policy shall be effective at Macau time 24:00 of the day in which it occurs. Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

3.5. The Company will not be liable for any claim made under this Policy on or after the effective time of termination of this Policy. However, termination of this Policy or any insurance coverage hereunder shall be without prejudice to any claim which occurs prior to the effective time of termination.

3.6. The payment by the Policyholder or acceptance by the Company of any premium subsequent to the termination of this Policy shall not create any liability on the Company, and the Company shall refund any such premiums paid or accepted without any interest.

CLAUSE 4 – LAPSE OF INDIVIDUAL GUARANTEES

1. The Principal Insured's cover shall terminate at the earliest of:

- a) The date of cancellation and/or termination of this Policy; or
- b) At the end of the Policy year the Principal Insured attains sixty-five (65) years of age.

2. The Insured Spouse's cover shall terminate at the earliest of:
 - a) The date of cancellation and/or termination of this Policy; or
 - b) The time and date of death of the Principal Insured; or
 - c) At the end of the Policy year the Insured Spouse attains sixty-five (65) years of age; or
 - d) At the end of the Policy year the Principal Insured attains sixty-five (65) years of age; or
 - e) Macau time 24:00 on the date notified by the Principal Insured as the date on which cover for the Insured Spouse shall cease; or
 - f) Macau time 24:00 on the date the Insured Spouse ceases to meet the definition of an Insured Spouse and therefore ceases to be eligible for cover under this Policy.
3. The Insured Child's cover shall terminate at the earliest of:
 - a) The date of cancellation and/or termination of this Policy; or
 - b) The time and date of death of the Principal Insured; or
 - c) At the end of the Policy year the Principal Insured attains sixty-five (65) years of age; or
 - d) At the end of the Policy year the Insured Child attains eighteen (18) years of age; or
 - e) Macau time 24:00 on the date notified by the Principal Insured as the date on which cover for the Insured Child shall cease; or
 - f) Macau time 24:00 on the date the Insured Child ceases to meet the definition of an Insured Child and therefore ceases to be eligible for cover under this Policy.

CLAUSE 5 – BENEFIT PROVISIONS

1. DAILY CASH BENEFIT

When Sickness or Injury shall cause an Insured Person's Confinement, and provided such Confinement shall commence whilst insurance under this Policy is in effect with respect to such Insured Person, the Company will pay the Daily Cash Benefit for each Day of Confinement that such Insured Person shall be so confined as Resident Inpatient.

Provisions

- a) Daily Cash Benefit shall only be payable in respect of Confinement when the relevant Insured Person is under the regular care and attendance of a Physician.
 - b) Daily Cash Benefit shall be payable from the first day of Confinement for a period not exceeding three hundred and sixty six (366) days in total for all Confinements both in and outside Macau SAR or Hong Kong SAR consequent upon any one or all Sicknesses or Injuries together. Confinement outside Macau SAR or Hong Kong SAR will be limited to thirty (30) days in any annual period of insurance.
 - c) Confinement of an Insured Person, commencing while insurance under this Policy is in effect with respect to such Insured Person, resulting from causes which are the same as, or related to, the causes of a prior Confinement for which Daily Cash Benefit(s) has been payable and not separated from such prior Confinement by a period of at least twelve (12) months, shall be considered to be a continuation of the prior Confinement. Such Confinements shall be considered to have occurred during the same period of Sickness or to have result from the same Injury for the purpose of determining the relevant Daily Cash Benefit period and the maximum Daily Cash Benefit amount payable under this Policy.
 - d) Confinements separated by a period of twelve (12) months or more shall be considered to be separate Confinements and shall not be considered to have occurred during the same period of Sickness or to have resulted from the same Injury for the purpose of determining the relevant Daily Cash Benefit period and the maximum Daily Cash Benefit amount payable under this Policy.
 - e) An Insured Person shall not be covered under more than one Hospital CashPlus Policy issued by the Company. In the event that an Insured Person is covered under more than one such Policy, the Company will consider such Insured Person to be insured under the Policy which provides the greater amount of Benefits instead of aggregating the benefits under all policies. When the Benefits under each such Policy are identical, the Company will consider that person to be insured under the Policy first issued. The Company will refund any duplicated insurance premium payment which may have been made by or on behalf of or in connection with that person.
 - f) Except as provided in provision e) above, Daily Cash Benefit under this Policy shall be payable in addition to any other insurance benefit to which the Insured Person may be entitled.
- ### **2. DOUBLE CASH BENEFIT**
- Subject to the provision of paragraph 1.b) above, any double benefit shall only be admitted in respect to one qualifying circumstance thereby limiting the maximum amount payable for one Confinement to twice the Daily Cash Benefit which shall be payable:

- (i) for Insured Person's Confinement in an Intensive Care Unit, up to a maximum of ninety (90) days in accumulation for such Confinement; or
 - (ii) for Insured Person's Confinement for heart, lung, liver, pancreas, kidney or bone marrow transplant operations, up to a maximum of ninety (90) days in accumulation for such Confinement; or
 - (iii) for Insured Person's Confinement for suffering from specific infectious diseases, which are Malaria, Smallpox, Typhoid Fever, Cholera, Meningococcal Infection, Dengue Fever, Avian Influenza, Mad-Cow Disease, Anthrax, Ebola Hemorrhagic Fever, Leprosy (Hansen's Disease), Botulism, Rabies, Naegleria Fowleri (Brain-Eating Amoeba), Tetanus and SARS (severe acute respiratory syndrome), up to a maximum of thirty (30) days in accumulation for each specific infectious disease; or
 - (iv) for Confinement outside Macau SAR, Hong Kong SAR or Mainland China due to an Accident only for Insured Person who holds an identification card of permanent resident of Macau SAR and who at the time of Confinement is outside Macau SAR, Hong Kong SAR or Mainland China on temporary basis for a period not more than sixty (60) days, up to a maximum of thirty (30) days in accumulation for such Confinement; or
 - (v) for Confinement in Macau SAR, at same time for both Principal Insured and Insured Spouse who hold identification cards of permanent residents of Macau SAR as a result of the same Accident which occurred in Macau SAR, up to a maximum of thirty (30) days in accumulation for such simultaneous Confinement.
3. **BENEFIT FOR INSURED CHILD**
If the Insured Person is an Insured Child, the maximum amount payable (including Daily Cash Benefit and Double Cash Benefit) shall not exceed half the amount of the Principal Insured.
4. **BENEFIT FOR CONFINEMENT IN MAINLAND CHINA**
If the Confinement is in Mainland China, the maximum amount payable (including Daily Cash Benefit and Double Cash Benefit) shall not exceed half the amount of the Principal Insured.
5. **SCHEDULE OF BENEFITS**
The level of benefits, to be stated in the Policy Schedule, shall be the same for all Insured Persons under this Policy. After the commencement of this Policy, any change on the level of benefits is subject to the discretionary acceptance of the Company.

CLAUSE 6 - GENERAL EXCLUSIONS

This Policy does not cover and no Benefits shall be paid for:

1. Confinement caused by or resulting from:
 - a) Pre-Existing Medical Conditions (as defined in Clause 7).
 - b) Suicide or attempted suicide by the Insured Person, self-destruction, self-inflicted injury, or any attempt or threat of such while sane or insane.
 - c) The taking of poison, gas or fumes, voluntarily taken, administered or inhaled, other than as a result of an Accident arising from hazardous incident in relation to the Insured Person's occupation.
 - d) The act of any Insured Person contrary to the law of the country or territory in which the Sickness or Injury occurs.
 - e) Intoxication by alcohol, narcotics or drugs not prescribed by a Physician, unless it is proved that the drug was taken in accordance with proper prescription by a Doctor and not for treatment of drug addiction.
 - f) Driving any kind of vehicle while the alcohol level in the Insured Person's breath, blood or urine is higher than the legal limit in the country or territory where the driving takes place.
 - g) Engaging in (or practicing for) a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport.
 - h) Engaging in (or practicing for or taking part in training peculiar to) hazardous sports or activities but not limited to aqualung diving; bungee-jumping; climbing or mountaineering necessitating the use of ropes, pitons or guides; hang-gliding; parachuting; pot-holing; participation in any kind of speed contest (except on foot); skiing; tobogganing; sledding and ice skating, including ice hockey and any other sports requiring snow or ice of play; boxing of any kind, karate and other martial art; trekking at an altitude greater than five (5) thousand meters above sea level; hunting; ballooning; para-gliding; surfing; rafting; wind-surfing; micro-lighting; skydiving; go-kart sports; underwater activities involving the aid of breathing apparatus.
 - i) Air travel except as a fare-paying passenger of a recognized airline operating on regular scheduled air route and air travel by any charter aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airports. Riding in or descent from any kind of aircraft, if the Insured Person participated in training or had any duties whatsoever aboard such

aircraft or if such aircraft was operated by or for the armed force. The word "aircraft" includes any device designed for flight in or beyond the earth's atmosphere.

- j) Sickness or Injury occurring outside the Macau Special Administrative Region if the Insured Person has been outside for more than ninety (90) consecutive days.
- k) Involvement in naval, military, airforce, war, police or terrorist operations. Engaging in duty with the disciplinary service, including but not limited to police, fireman or prison guard.
- l) War, civil war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf or in connection with any organization with activity directed towards the overthrow by force of its Government "de jure or de facto".
- m) Pregnancy (including childbirth, miscarriage, abortion, infertility or birth control) and complication arising therefrom, and pre-natal or post-natal care.
- n) Routine physical or any other examination including inoculations where there are no objective indications or impairment in normal health.
- o) Diagnostic scanning, X-ray examinations, advanced imaging, laboratory tests or physical therapy.
- p) Congenital Conditions and complications arising therefrom.
- q) Dental and optical treatment. Eye refraction, eye test or fitting of glasses or hearing aids. Cosmetic, plastic and elective surgery.
- r) Any insanity, geriatric, psycho-geriatric or psychiatric condition including but not confined to psychoses, neuroses, depression of any kind, anxiety, anorexia nervosa, bulimia, schizophrenia and other behavioral disorder.
- s) Alternative treatment including but not limited to acupuncture, Tui Nai, hypnotism, rolfing, massage therapy and aroma therapy.
- t) Sickness or Injury contracted during any journey taken by an Insured Person which is (i) against the advice of a Physician; or (ii) for the purpose of or in connection with emigration; or (iii) for the purpose of or in connection with obtaining or seeking any medical advice or surgical treatment outside Macau SAR or Hong Kong SAR.
- u) Any venereal disease or Acquired Immuno-deficiency Syndrome (AIDS), AIDS related complex or infection by Human Immuno-deficiency Virus (HIV).
- v) Asbestos or any materials containing asbestos in whatever form or quantity.
- w) Non-Macau residents.
For the purpose of this Policy, Macau residents shall mean persons holding a Macau Identity Card or a permit of residence in Macau.
- x) Nuclear reaction, nuclear radiation, ionizing radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuels or nuclear weapons or material.
- y) Chemical or Biological Substances which are not used for peaceful means.
For the purpose of this Policy,
"Chemical Substance" shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
"Biological Substance" shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.
- z) Any Act of Terrorism
For the purpose of this Policy,
"Act of Terrorism" shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
It also excludes Confinement directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
In any action, suit or other proceedings where the Company alleges that by reasons of this Policy any event is not covered by this Policy the burden of proving the contrary shall be upon the Insured Person or the Policyholder. In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect

2. Confinement in an establishment which is not a Hospital as defined herein.

3. Sickness occurring within thirty (30) days from the commencement of insurance under this Policy in respect of the Insured Person.

4. Exclusions related to work

For Insured Persons working as or engaging in any of the types of work listed below (whether on a temporary or permanent basis), no benefit shall be payable under this Policy which resulted from or is caused directly or indirectly by an Accident whilst carrying out such work:

- (a) Air or ship crew
- (b) Armed security guard
- (c) Bodyguard
- (d) Carpenter
- (e) Chemical/petrochemical workers
- (f) Commercial driver of trucks, taxis, motor cycles and/or buses
- (g) Construction worker or worker on a construction site

For the purpose of this Policy,

“Worker on a construction site” shall mean working on a place where construction work is undertaken and also any area in the immediate vicinity of any such place which is used for the storage of materials or plant used or intended to be used for the purpose of construction work.

- (h) Disciplinary services (including but not limited to police, fireman and prison guard)
- (i) Diving or working with compressed air
- (j) Fitting gas, water or electrical appliances (underground)
- (k) Installing or maintaining lifts or escalators
- (l) Interior decorator with manual work
- (m) Jockey
- (n) Junket promoter or Junket associate
- (o) Manufacturing, producing or working with ammunitions, explosives or fireworks
- (p) Metal working or welding
- (q) Mining or quarrying
- (r) Operating or maintaining machinery (portable home and office tools and appliances excepted)
- (s) Outdoor jewellery salesman
- (t) Professional sportsman
- (u) Reporter working in war zones or regions of conflict
- (v) Stableman
- (w) Stevedore
- (x) Stunt person
- (y) Working at height of ten (10) feet or higher from ground or floor level
- (z) Working with asbestos or marble

CLAUSE 7 – PRE-EXISTING MEDICAL CONDITIONS

Pre-Existing Medical Conditions shall mean:

1. Sickness or Injury which existed before the commencement of insurance under this Policy in respect of the Insured Person and which presented signs or symptoms of which the Insured Person was aware of or should reasonably have been aware of.
2. Any of the following (but not to the exclusion of all others) and whether or not the Insured Person has any prior knowledge occurring during the period of six (6) months from the commencement of insurance under this Policy in respect of the Insured Person:
 - (a) Tuberculosis
 - (b) Anal fistulae
 - (c) Gall stones
 - (d) Calculi of kidney, urethra or bladder
 - (e) Hypertension or cardio disease or vascular disease
 - (f) Gastric or duodenal ulcer
 - (g) Tumours of skin or muscular tissue, bone tumours or malignancies of blood or bone marrow
 - (h) Diabetes mellitus
3. Any of the following (but not to the exclusion of all others) and whether or not the Insured Person has any prior knowledge occurring during the period of one (1) year from the commencement of insurance under this Policy in respect of the Insured Person:
 - (a) Tumours of internal organs

- (b) Haemorrhoids
- (c) Diseased tonsils requiring surgery
- (d) Pathological abnormalities of nasal septum or turbinates
- (e) Hyperthyroidism
- (f) Cataracts
- (g) Sinus conditions requiring surgery
- (h) Hallux Valgus

CLAUSE 8 – PAYMENT OF PREMIUMS

1. The Policyholder is responsible for the payment of premiums while this Policy is in force.
2. Premium is based upon the attained age of each Insured Person on the Policy Effective Date. For the avoidance of doubt, the premium under this Policy shall remain the same on any subsequent renewal date, subject to the provisions of the following paragraph.
3. The Company reserves the right to amend the benefit structure and premiums in respect of like categories of Insured Persons, such as by age, sex or health conditions for all Hospital CashPlus Policies issued. The Company shall notify the Policyholder in writing no less than thirty (30) days in advance of the policy anniversary effecting such revision specifying the revised benefits and the new premium. The revised benefits and new premium shall take effect on the next policy renewal date unless the Policyholder declines in writing in which case this Policy shall automatically terminate at the current policy expiry date.
4. The payment of premiums shall be performed by any means acceptable to the Company, including crossed cheque payable to the Company and autopay transfer, charged to a designated bank or credit card account accepted by the Company and the respective financial institutions.
5. The Company provides a grace period of thirty (30) days for payment of any Premiums due within which period this Policy shall remain in force.
6. If a claim occurs within the grace period, any Premium then due and unpaid shall be deducted from any indemnity payable under this Policy.
7. If any due Premium is still unpaid at Macau time 24:00 of the last day of the grace period, this Policy will automatically terminate. The provision stated in this paragraph shall not affect the Company's right to the premiums for the period which has already elapsed.

CLAUSE 9 – CLAIMS PROVISIONS

1. Claims procedures and proof of claims
 - a) Written notice of claim must be given to the Company as soon as possible and in any circumstances within thirty (30) days from the commencement date of the Confinement which gives rise to such claim under this Policy. Failure to give notice within such time shall not invalidate an otherwise legitimate claim if it is shown to the Company's satisfaction that it was not possible for the claimant to give the Company such notice within such time and that notice was given as soon as was reasonably practicable, and in any event within sixty (60) days from the date of commencement of such Confinement.
 - b) Notice given by or on behalf of the claimant to the Company with information sufficient to identify the Insured Person shall be deemed notice.
 - c) After the receipt of such notice, the Company shall then provide the claimant with claim forms for completion. The claimant must, at his expense, furnish to the Company all certificates and forms, bills, receipts, information and evidence as may be required by the Company and to the Company's satisfaction in support of a claim. Proof of claim must be submitted to the Company within thirty (30) days from the date of the event which gives rise to such claim under this Policy. Failure to furnish such proof within the time required shall not invalidate any claim if it was not reasonably practicable to give proof within such time, provided such proof is furnished as soon as is reasonably practicable, and in no event later than one hundred and eighty (180) days from the time such proof is otherwise required.
 - d) The Company reserves the right to request for additional information or evidence from the claimant, at his expense.
 - e) The Company as its own expense shall have the right and opportunity to examine an Insured Person when and as often as it may reasonably require pending the outcome of a claim under this Policy.
 - f) It is a condition precedent to the liability of the Company to make payments for any claims under this Policy that the Policyholder and the Insured Person fully comply with the obligations described in this Clause hereof. In case of a claim involving the death of the Insured Person, the Company shall be entitled to have a post-mortem examination performed at the expenses of the Company where it is not prohibited by law. In the event of any conflict between medical opinions, the opinion of the Company's appointed Physician shall prevail.

g) Notwithstanding anything to the contrary in this Policy, the Company's obligation to make payments for any valid claims under this Policy shall be conditional upon the due observance and performance of all the terms and conditions of this Policy by the Policyholder, the Insured Person or the Beneficiary insofar as they relate to anything to be performed or complied with by such Policyholder, Insured Person or Beneficiary in connection with such claims. It is a condition precedent to the Company's liability that the Insured Person shall render all necessary co-operations in assisting the Company to obtain from other party(ies) medical history or claims records of the Insured Person.

2. Discharge

The production by the Company of

- (i) a receipt for any sum payable under this Policy, signed by the Beneficiary, Policyholder or the executors or administrators of the Policyholder; or
- (ii) evidence that the Company's cheque payment for any sum payable under this Policy has been deposited or honoured,

shall be a complete discharge to the Company of its liability to make the relevant payment. Such receipt or evidence of payment shall be final and conclusive evidence that such sum has been duly received by the person(s) entitled to the same and that all claims and demands whatsoever against the Company in respect of the payment have been fully satisfied.

3. Fraudulent Claims

The Company shall not be liable for claims under any and all the following circumstances:

- (i) If any claim under this Policy is, in any respect, fraudulent; or
- (ii) if any fraudulent means or devices have been used by the claimant, Policyholder, Insured Person or Beneficiary, or anyone acting on their behalf, to obtain benefit under this Policy; or
- (iii) any statement made by the claimant, Policyholder, Insured Person or Beneficiary, or anyone acting on their behalf, concerning any claims is a misstatement or omission amounting to fraud.

Furthermore, the Company shall be entitled to terminate forthwith this Policy. Such termination shall not be construed as a waiver of the Company's right to pursue any rights or claims against the claimant, Policyholder, the Insured Person and/or the Beneficiary or to report the fraud to the police.

CLAUSE 10 - GENERAL POLICY PROVISIONS

1. Correspondence

Any letter or advice between the parties provided for in this Policy shall be deemed valid and fully effective if made by any means involving a written record sent to the most recent address of the Policyholder as it appears on this Policy, or to the head office of the Company.

2. Legal Action

No action at law or in equity shall be brought to recover under this Policy prior to the expiration of 60 (sixty) days after sufficient proof of claims has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless such action is commenced within three (3) years from the commencement of the time within which proof of claims is required.

3. Arbitration

All disagreements which may arise in relation to the application of the terms of this Policy may be resolved through arbitration.

4. Clerical Error

A clerical error by the Company shall not invalidate this Policy otherwise validly in force, nor validate any insurance which is otherwise invalid.

5. Geographical Limits

The benefits covered by this Policy shall apply twenty-four (24) hours a day anywhere in the world unless otherwise endorsed or amended by the Company in writing.

6. Policy Currency

Premiums and benefits payable under this Policy shall be in the currency shown in the Policy Schedule.

7. Reinstatement

If this Policy is terminated for any reason, this Policy may be reinstated by the Policyholder by submitting a prescribed application form to the Company. If accepted and approved by the Company, this Policy shall be reinstated as of the date of such acceptance and approval ("date of reinstatement"), provided the Policyholder shall pay all overdue premium with interest from the date of termination of this Policy and return to the Company any premium refunded by the Company with respect to such termination with interest. The applicable interest rate shall be determined by the Company from time to time. The reinstated Policy shall

cover only Confinement caused by Sickness commencing more than sixty (60) days after the date of reinstatement.

8. Interest

No benefit payable under this Policy shall carry interest.

9. Right to Return Policy

In the event the Policyholder is not satisfied with this Policy for any reason, this Policy may be returned to the Company within fifteen (15) days after receipt. Any Premium paid to the Company will be refunded. In such event, this Policy shall be deemed to have been void from the commencement date of this Policy and the Company shall not be liable to pay any Benefits.

10. Misstatement of Age

If the age of an Insured Person has been misstated, any Benefit payable under this Policy with respect to such person shall be the Benefit payable less any applicable adjustment in premium calculated from the commencement date of this Policy. In the event that the age of an Insured Person has been misstated and the cover provided by this Policy would not have become effective, or would have ceased prior to the acceptance of any premium, then the liability of the Company during the period the Insured Person is not eligible for cover shall be limited to the refund of the premium, if any, that has been paid in respect of such Insured Person.

CLAUSE 11 – GOVERNING LAW AND JURISDICTION

This Policy shall be governed by and interpreted in accordance with the laws of the Macau SAR. The Company and all relevant parties are bound by this Policy and shall be subject to the exclusive jurisdiction of the courts of the Macau SAR. In the event that a dispute arises with regard to the terms and conditions, legal proceedings (if any) are to be conducted in the courts of the Macau SAR.