

**CHAPTER I - INTERPRETATION****Article 1 - Terminology**

In this Policy:

- a) **INSURER or INSURANCE COMPANY** means Fidelidade Macau – Insurance Company Limited.
- b) **INSURED** means the employer who contracts with the Insurer for this policy.
- c) **INJURED or VICTIM** means the insured employee who suffers an occupational accident when he is working for the Insured or is affected by an occupational disease.
- d) **OCCUPATIONAL ACCIDENT** - As defined in the "Employees' Compensation Insurance Ordinance" in force
- e) **OCCUPATIONAL DISEASE** - As defined in the "Employees' Compensation Insurance Ordinance" in force
- f) **PLACE OF WORK** - As defined in the "Employees' Compensation Insurance Ordinance" in force
- g) **WORKING HOURS** - As defined in the "Employees' Compensation Insurance Ordinance" in force
- h) **EARNINGS** - As defined in the "Employees' Compensation Insurance Ordinance" in force

**CHAPTER II – OBJECT AND SCOPE OF INSURANCE****Article 2 – Transfer of liability**

1. The Insured transfers to the insurer, who so accepts, in accordance with the legislation in force and under the terms of the general conditions, special clauses and the Schedule of this Policy, the liability for the costs arising from accidents in the course of employment and occupational diseases cause to the employees declared in the Policy and in the immediate service of the Insured.
2. The present insurance contract does not include accidents and diseases resulting from the execution of activities not specifically mentioned in the Schedule of this policy.

**Article 3 - Scope of insurance**

1. The liability transferred to the Insurance Company shall be in respect of:
  - a) Compensation in case of death, including funeral expenses, and compensation for permanent or temporary incapacity;
  - b) Medical expenses which are of medical, surgical, pharmaceutical and hospital nature, necessary and adequate to restore the victim's health, his working capacity and the recovery of the victim's active life, and shall include:
    - General and specialized medical and surgical assistance, including necessary elements for the purpose of diagnosis and treatment;
    - Pharmaceutical assistance;
    - Nursing attendance;
    - Hospitalization;
    - Supply, renewal and repair of prosthesis and orthopedic appliances;
    - Functional rehabilitation.
2. For the purposes of the preceding paragraph 1 b):
  - a) The transportation provided for medical examination, treatment or attendance before public authorities under the terms laid down in the legislation in force for Employees' Compensation Insurance shall be considered as medical expenses;
  - b) Except in cases expressly referred to in the law, the Insurer has the right to appoint a medical practitioner for the victim.
3. The liability of the Insurer is assumed according to the terms of the legislation in force for Employees' Compensation Insurance and is limited to the amounts and form of compensation established therein, except if, by mutual agreement, higher amounts of compensation are established in the Policy.

**Article 4 - Persons not entitled to compensation)**

1. The contract does not cover accidents or diseases sustained by the Insured.
2. The Insured's spouse and children, including adopted children, or any other immediate relations or relatives, or up to 3<sup>rd</sup> degree of collateral kinship, so too the administrators or managers of any insured company shall only be considered as covered under this contract of their names are specifically mentioned in the Policy.
3. The preceding paragraph shall equally apply to partners or shareholders who work for the Insured.
4. For the purposes of the preceding paragraph 2, the person who lives with the Insured as husband or wife, although not married, shall be considered as spouse under the provisions of Article 2020 of the Civil Code.

**Article 5 - Specific exceptions**

1. In addition to the accidents legally excluded from the definition of occupational accident, this Policy shall in no case cover:
  - (a) Formed hernia;
  - (b) Occupational respiratory disease;
  - (c) Costs incurred with the call at a port for evacuation of the victim.
2. Equally, the Insurer is not liable to pay compensation in case of occupational accident which is due to strikes, tumults, alterations to public order and other acts of similar nature, acts of terrorism or sabotage, insurrection, revolution, civil war, invasion, war (declared or not), hostilities as well as warlike operations directly or indirectly resulting from any of such events.
3. The Insurer is also not responsible for any penalty that may be imposed on the Insured for failing to fulfill the legal dispositions.

**Article 6 - Expenses incurred outside Macau**

The liability for the expenses incurred outside Macau, relating to medical, surgical and pharmaceutical assistance, nursing attendance, hospitalization and to transportation or repatriation, shall be expressly stated in the Policy Schedule.

**Article 7 - Acknowledgement of liability**

1. The rendering of first-aid shall not in any case signify the acknowledgement of liability by the Insurer.
2. The payment of compensation or expenses shall also not constitute an acceptance of liability by the Insurer, when the subsequent knowledge of the circumstances determines the exclusion of such liability.

**CHAPTER III – INSURED'S OBLIGATIONS****Article 8 - Obligations of the Insured**

The Insured agrees to:

- (a) Pay on time the premium due;
- (b) Maintain records of the employees stating therein the respective names, occupations, day and hours of work, salaries, wages and other payments which are of a regular nature, and to permit the Insurer at all times to inspect such records;
- (c) Make a complete and unequivocal declaration of all the circumstances likely to influence the Insurer in ascertaining the risk insured;
- (d) Communicate to the Insurer on a complete and unequivocal form, within 48 hours, any change in the circumstances which results in the aggravation of the risk, be it after the term of the Policy or before but only after it comes to his knowledge;
- (e) Send to the Insurer within 24 hours after it comes to his knowledge, a report of any occupational accident or occupational diseases sustained by the insured employees. Detailing therein the following information:-
  - Name, age, occupation civil status and domicile of the victim of the accident or disease;
  - Day, hour, place, cause, nature and consequences known or presumed of the accident or disease;
  - Name and domiciles of the witnesses who were present at the time and place of accident;
  - The medical practitioner who rendered first-aid to the victim;
  - Salaries or wages of the victim on the day of the accident or of the discovery of the occupational disease.
- (f) Submit the victim of the accident or occupational disease without delay to an examination by the medical practitioner of the Insurer, except when it is not possible and the urgency of the situation demands the use of other medical practitioner;
- (g) Take all precautions considered necessary to guard against occupational accidents or diseases to his employees and to comply with all the requirements stipulated under prevention, hygiene and safety procedures;
- (h) Communicate immediately by telegraph or by fax, all accidents resulting in the death of the victim, without prejudice to the prevision of paragraph (e).

**Article 9 - Relationship between the Insurer and the Victim**

1. The Insurer is competent to deal with the victim or his family, in Court or elsewhere, in matters relating to the benefits guaranteed by the Policy, unless agreed upon to the contrary in writing by the Insurer.
2. Where the Insured, after the accident, violates the preceding paragraph of this Article, he shall be bound to repay the Insurer all the amounts borne by the Insurer, except if it is proved that the insured's action did not bring about any loss to the Insurer.

**Article 10 - Limitation of liability**

In case the insured fails to comply with the obligations stipulated in Article 8 paragraphs (e), (f) and (h), the Insurer shall not be responsible for any resultant deterioration in the injuries and occupational disease.

#### CHAPTER IV – SALARIES OR WAGES

##### Article 11 - Interpretation

It is hereby understood that the salaries and wages which have to be communicated by the Insured to the Insurer, relating to the employees covered under this Policy, shall be those established by law as earnings for the purpose of calculating the compensation due in case of occupational accident or disease.

##### Article 12 - Declared earnings and number of employees

1. In case the earnings declared for the purpose of calculating the insurance premium be less than the actual, the Insurer shall be liable only in relation to the earnings so declared and the insured shall bear the difference and, in the respective proportion, the expenses stipulated in Article 3 paragraph 1b).
2. If the number of employees covered by the insurance contract be less than the actual on the day of the accident or the date of the final and unequivocal diagnosis of the disease, the Insured shall be required to prove that the victim is covered by the insurance contract.
3. The alterations to the insurance contract, in respect of the earnings or the number of employees which are covered by the said contract, shall be communicated by the Insured to the Insurer within a period of 30 days from the last date of the preceding half year, or of any other period as agreed upon, and the Insurer shall have the right to adjust the insurance premium based on the new information received.

#### CHAPTER V – DURATION OF THE CONTRACT AND INSURANCE PREMIUM

##### Article 13 - Commencement of contract

1. This Policy shall come into effect on the date of acceptance of the contract by the Insurer, unless a later date is mentioned in the proposal.
2. The Proposal shall be considered as accepted if within a period of 5 working days from the date of its receipt, the Insurer fails to communicate to the contrary to the Insured.
3. The present insurance shall be effective from zero hours, unless the Insurer agrees to a different hour.

##### Article 14 - Duration of the contract

1. The insurance contract shall be valid for the period specified in the Policy Schedule.
2. The Contract can be for a fixed and determined period up to one year (short-term insurance), or for one year renewable for equal periods (one year renewable insurance).
3. For an uninterrupted cover under this policy, in the case of short-term insurance, the Insured shall request in writing the renewal of the Policy at least thirty days prior to the date of expiry of the relevant period of cover and shall pay the respective premium immediately after such request has been accepted by the Insurer.
4. If the contract was entered into for one year renewable, it shall be renewed automatically for an equal period as long as neither of the parties gives notice of cancellation by registered letter to the last known address of the other party, at least 30 days in advance.

##### Article 15 - Termination of the contract

1. At any time either of the parties may cancel the insurance contract by sending a registered letter with acknowledgement due to the other party, at least 30 days in advance of the date he so intends for the cancellation to come into effect.
2. If the cancellation is at the request of the Insured and prior to expiry of the contract, he shall be entitled for a refund of 50% of the premium relating to the unexpired period.
3. If the cancellation is at the request of the Insurer and prior to the expiry of the contract, the Insurer shall refund the entire premium relating to the unexpired period.
4. The presentation of the copy of the acknowledgement receipt and of the postal registration slip, by either of the parties to the other, shall be sufficient proof for the purposes of paragraph 1.

##### Article 16 - Basis of premium calculation

The rate of premium shall be fixed by the Insurer in accordance with the tariff legally established.

##### Article 17 - Determination of premium

1. The first premium and all renewal premiums shall be regulated by the amount of earnings paid by the Insured to his employee during each period of insurance.
2. At the end of every period of insurance, the Insured shall supply the Insurer, within the following month, a correct account of all such remunerations effectively earned by his employees during the preceding period of insurance; if the amount of such remunerations shall differ from the amount on which premium had been calculated, the difference in premium shall be collected or refunded by the Insurer as the case may be.
3. Where the Insured fails to supply details of the payroll referred to in the preceding paragraph, the Insurer, without prejudicing his right for a solution, shall collect at the expiry of the insurance contract a non-refundable premium corresponding to 30% of the total provisional premium and shall still have the right to demand at a future date the balance of the premium due (if any) according to the remunerations which on fact had to be declared.

##### Article 18 - Place of payment

The premium shall be paid at the Insurer's office or at a place so indicated by him as soon as he sends the receipt for collection.

##### Article 19 - Non-payment

1. In case of the Insured failing to pay the premium, the Insurer shall send an advice by registered post to the Insured stating thereon that after a period of 30 days from the date of the postmark on the said advice the insurance contract shall be forfeited if no payment of the respective premium is made within that period.
2. In case of cancellation due to non-payment, the Insurer shall be entitled to the premium corresponding to the period elapsed.

#### CHAPTER VI – GENERAL PROVISIONS

##### Article 20 - Subrogation of the Insurer

The Insurer shall subrogate in all the rights and proceedings of the Insured against the person or persons ultimately responsible for the cause of the accident, in respect of all the costs and expenses incurred under this Policy.

##### Article 21 - Arbitration

1. All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator to the decision of two arbitrators, one to be appointed in writing by each of the parties within 30 days after having been required in writing to do so by either of the parties.
2. In case the Arbitrators do not agree the decision shall be that of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall preside at the meeting of the Arbitrators.
3. In case the Arbitrators do not agree upon the appointment of the Umpire, an Umpire will be appointed by the court of Macau.
4. Each of the parties in difference shall pay the expenses of his Arbitrator and half of the expenses of the Umpire.
5. The making of an Award shall be a condition precedent to any right of action against the Company.

##### Article 22 - Jurisdiction

The Court of Macau is qualified in respect of judgments arising from this contract.