

CLAUSE 1 – DEFINITIONS

1. For the purpose of this Policy, the definitions of the terms used are listed below:
 - a) **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.
 - b) **Accidental Death**
Death, as defined under this Policy, which occurs after the date of the relevant Accident and directly and independently resulted from Accidental Injury.
 - c) **Accidental Injury**
Bodily injury sustained by an Insured Person whilst this Policy is in force and which is solely caused by an Accident and independently of any other cause and which shall within twelve (12) calendar months result in death or disablement or necessitate medical or surgical treatment.
 - d) **Company**
Fidelidade Macau – Insurance Company Limited.
 - e) **Inpatient**
An Insured Person whose Hospital confinement is as a resident bed patient and whose confinement is necessary for medical care, diagnosis and treatment of an Accidental Injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care
 - f) **Insured Child**
Means the physical child or 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.
 - g) **Insured Person**
Means the Principal Insured, the Insured Spouse or an Insured Child whose life, health or physical body is insured under this Policy and who is named in the Policy Schedule.
 - h) **Insured Spouse**
Means a person who is legally married to the Principal Insured, who is living with the Principal Insured, who is under sixty-five (65) years of age, who is covered under this Policy and who is named in the Policy Schedule.
 - i) **Hospital**
A facility duly registered and legally authorized as a hospital under the laws of the country or territory in which it is established, and which
 - (i) 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
 - (ii) 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
 - (iii) has at least one legally licensed Physician in regular attendance inside the hospital at all times; and
 - (iv) 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.
 - j) **Medical Practitioner, Physician or Doctor**
A practitioner or western medicine duly qualified and legally registered as such under the laws of the country or territory in which the claim arises and where the treatment takes place but excluding a person who is the Insured Person himself, or a relative of the Insured Persons.

- k) **Permanent**
Permanent means lasting twelve (12) calendar months from the date of Accident and at the expiry of that period being hope of improvement.
 - l) **Permanent Total Disablement**
Permanent Total Disablement means that after twelve (12) calendar months of continuous total disability which has resulted from Accidental Injury an Insured Person is completely unable to engage in any gainful occupation or employment for the remainder of his life.
 - m) **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.
 - n) **Policy Schedule**
The Policy Schedule attached to and forms part of this Policy, containing the identity of the Policyholder and of the Insured Person(s), the sums insured and the amount of Premiums, as well as other specific information of this Policy.
 - o) **Pre-Existing Condition**
Any Accident, bodily injury or illness sustained or suffered by the Insured Person which has been diagnosed, or has exhibited symptoms, or has occurred or required medical service and/or treatment and/or the prescription of drugs prior to the Policy Effective Date or the date of any reinstatement, whichever is later.
 - p) **Principal Insured**
Means a person, under sixty-five (65) years of age, who is named as Principal Insured in the Policy Schedule.
 - q) **Private Car**
Any four-wheel pleasure type motor vehicle excluding such vehicle licensed to transport fare-paying passengers or licensed to transport merchandise for sale or delivery.
 - r) **Public Common Carrier**
Any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram, underground train or other means of conveyance provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft or helicopter provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules.
 - s) **Second Degree Burns**
The damage or destruction of the skin to its full depth and damage to the tissue beneath.
2. The Policyholder, Insured Person and Beneficiary may be one and the same person, and so long as interpretation of the text allows, wordings and expressions importing the masculine gender also include the feminine and neuter gender. Further, words and expressions in the singular include the plural and vice-versa.

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 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 in accordance with following paragraphs 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) Upon any payment of compensation for death or 100% compensation amount for Permanent Disablement; or
- c) The date this Policy is terminated by the Policyholder pursuant to the provisions of paragraph 3.2 of this Clause; or
- d) The date this Policy is terminated by the Company pursuant to the provisions of paragraph 3.3 of this Clause; or
- e) The date this Policy terminates in case of non-payment of Premiums, pursuant to the provisions of paragraph 5 of Clause 8.

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.

All premium paid will at all times be subject to the Premium Refund Rules upon the termination of this Policy except where the Policyholder is an individual person and this Policy is cancelled within fifteen (15) days of the receipt of the Policy (i.e. from the date of application), there will be a full refund.

Premium Refund Rules:

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 (i) if 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 the seventieth (70th) birthday.
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 and/or the Principal Insured attains the seventieth (70th) birthday; or

- d) 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
- e) 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 the seventieth (70th) birthday; or
- d) At the end of the Policy year the Insured Child attains the eighteen (18th) birthday; 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. Subject to the terms, conditions, provisions and exclusions of this Policy, and in consideration of the due payment of the Premiums by the Policyholder in accordance with this Policy, the Company shall pay the benefits detailed in the following paragraphs.

2. The Company guarantees payment of the corresponding compensation stated hereunder as a result of an Accident covered by this Policy, happened to the Insured Person, in any part of the world, during the period of insurance:

a) **Death or Permanent Disablement**

(i) The Company guarantees the payment of a benefit amount, stipulated in the Policy Schedule, (1) in case of death of the Insured Person; or (2) in case of clinically proven Permanent Disablement of the Insured Person; occurring immediately after or in the one-year period following the date of the respective Accident, as determined in the Schedule of Disabilities contained in Clause 12 of this Policy.

(ii) The Company shall pay 200% of the Principal Sum Insured, in respect of any sums payable in case of Accidental Death or Accidental Injury sustained while riding as a fare-paying passenger in any Public Common Carrier or whilst travelling in any Private Car.

(iii) The insurance under this Policy for Accidental Death or Accidental Injury is subject to a maximum 20% of the benefit amounts stated in subparagraphs (i) and (ii) above in respect of any Insured Child.

(iv) The risk of death and the risk of permanent disablement are mutually exclusive and thus, if as a result of an Accident the Insured Person dies during the subsequent one-year period, the compensation paid for permanent disablement resulting from the same Accident shall be deducted from compensation to be paid in the event of death.

b) **Medical Expenses**

If the Insured Person shall sustain any bodily injury caused by an Accident, and provided such Accident shall occur whilst insurance under this Policy is in effect, the Company, up to the limit set out in the Policy Schedule, will indemnify the Insured Person for the necessary and reasonable medical expenses incurred within twelve (12) months from the date of Accident, otherwise no benefit will be payable.

Subject to the aggregate limit stated above, this Policy also covers non-Inpatient treatments, subject to a maximum claim amount per visit per day and to a maximum number of visits per period of insurance (i.e. in every twelve (12) month period) as set out in the Policy schedule.

For the purpose of this cover,

“Medical Expense” shall mean the actual expenses paid by the Insured Person to a Medical Practitioner, Physician, Doctor or Hospital for medical, surgical or nursing treatment including the costs of medical supplies, ambulance hire or professional home-nursing fees, but excluding the cost of dental care and treatment unless such treatment is for emergency and caused by Accidental Injury to sound natural teeth. No benefit will be payable for procurement or use of special braces, appliances or equipment, general check-up, convalescence, custodial or rest cure or special nursing care.

c) **Chinese Bonesetter Expenses**

If the Insured Person shall sustain any bodily injury caused by an Accident, and provided such Accident shall occur whilst insurance under this Policy is in effect, the Company will indemnify the Insured Person for necessary and reasonable Chinese bonesetter expenses actually incurred in Macau within twelve (12) months from the date of Accident, otherwise no benefit will be payable.

The maximum claim amount per visit per day is set out in the Policy schedule, which total is subject to the limit set out in the Policy Schedule during the period of insurance (i.e. in every twelve (12) month period). No benefit will be payable for procurement or use of special braces, appliances or equipment, general check-up, convalescence, custodial or rest cure or special nursing care.

d) **Major Burns**

If the Insured Person shall sustain Major Burns due to an Accident shall occur whilst insurance under this Policy is in effect caused only by the agent of heat resulting in Second Degree or Third Degree Burns on either

- (i) On 30% or more of total body surface, the Company guarantees the payment of a compensation amount to the Insured Person, equal to 30% of principal sum insured stipulated in the Policy Schedule.
- (ii) On 50% or more of total facial surface, the Company guarantees the payment of a compensation amount to the Insured Person, equal to 15% of principal sum insured stipulated in the Policy Schedule.

e) **Funeral Expenses**

The Company shall reimburse the funeral expenses of the Insured Person, up to the sum stipulated in the Policy Schedule, to the person who can prove having incurred such expenses, against the receipt of documentary evidence.

f) **Personal Liability**

The Company will, subject to the Jurisdiction Clause below and the terms and conditions of this Policy, indemnify the Insured Person, up to the sum stipulated in the Policy Schedule, against all sums for which the Insured Person may be legally liable in his/her personal capacity in respect of:

- (i) Accidental Death or Accidental Injury (whether fatal or not); or
- (ii) Accidental loss of or damage to property to the third party occurring during the Period of Insurance.

Provided that

The insurance under this Policy is subject to a maximum 20% of the benefit amount stated above in respect of any Insured Child.

Jurisdiction Clause

The indemnity provided by this Benefit will not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Macau nor to orders obtained in the said court for the enforcement of judgements made outside Macau whether by way of reciprocal agreement or otherwise.

If the Company is liable to indemnify more than one party, the total amount of indemnity to all such parties will not exceed the sum stipulated in the Policy Schedule.

Memoranda

- (i) In respect of a claim to which the indemnity expressed in this Benefit applies, the Company will, subject to the aggregate limit amount of benefit referred above, pay (1) all costs and expenses recovered by any claimant from the Insured Person; and (2) all costs and expenses incurred with the written consent of the Company.
- (ii) In the event of death of the Insured Person, the Company will, in respect of the liability incurred by the Insured Person, indemnify the Insured Person's legal personal representatives in the terms of and subject to the limitations of this Benefit, provided that such legal personal representatives will as though they were the Insured Person observe, fulfil and be subject to the terms and conditions of this Policy in so far as they can apply.
- (iii) The Insured Person must not make any offer or promise of payment or admit his/her fault to any other party or become involved in any litigation without the Company's prior written approval. The Company has the right to take over the conduct of any proceeding, settle or defend the claim on behalf of the Insured.

CLAUSE 6 – MODIFICATIONS

- 1. No sales representative or any person except the Company's duly authorized representatives may make or change this Policy, make any binding promises about the benefits under this Policy, or change or waive any of the terms and conditions of this Policy on behalf of the Company. In any circumstances, amendments or waiver to any part of this Policy are subject to the discretion of the Company and any such act must be in writing and executed by the Company's duly authorized representatives in order to be valid and binding on the Company.
- 2. The Company may amend this Policy at any time by giving notice to the Policyholder if there are any changes to any laws, regulations or other statutory requirements applicable to this Policy and it is necessary to amend this Policy to comply with those changes.

CLAUSE 7 – EXCLUSIONS

1. General Exclusions

The insurance under this Policy does not apply to claims directly or indirectly caused by or resulting from:

- a) Pre-Existing Condition.
- 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) Violation or attempted violation of the Law or resistance to arrest.
- 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; tobogganning; 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 5,000 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.
- j) 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.
- k) Accidents occurring outside the Macau Special Administrative Region if the Insured Person has been outside for more than ninety (90) consecutive days.
- l) Medical expenses directly or indirectly caused by or resulting from vaccination and immunization for a routine physical or any other examination where there are no objective indications or impairments in normal health.
- m) Involvement in naval, military, airforce, war, police or terrorist operations.
- n) Engaging in duty with the disciplinary service, including but not limited to police, fireman, prison guard.
- o) 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”.

- p) Any kind of sickness or disease.
- q) Childbirth or pregnancy notwithstanding that such injury may have been accelerated or induced by Accident.
- r) Any venereal disease or Acquired Immuno-deficiency Syndrome (AIDS), AIDS related complex or infection by Human Immuno-deficiency Virus (HIV).
- s) Asbestos or any materials containing asbestos in whatever form or quantity.
- t) 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.

- u) 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.
- v) Chemical or biological substances which are not used for peaceful means.

For the purpose of this Policy,

- (i) “Chemical Substance” shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- (ii) “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.

- w) 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 loss, damage, cost or expense of whatsoever nature 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. 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:

1. Air or ship crew
2. Armed security guard
3. Bodyguard
4. Carpenter
5. Chemical/petrochemical workers
6. Commercial driver of trucks, taxis, motor cycles and/or buses
7. 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.

8. Disciplinary services (including but not limited to police, fireman and prison guard)
9. Diving or working with compressed air
10. Fitting gas, water or electrical appliances (underground)
11. Installing or maintaining lifts or escalators
12. Interior decorator with manual work
13. Jockey

14. Junket promoter or Junket associate
15. Manufacturing, producing or working with ammunitions, explosives or fireworks
16. Metal working or welding
17. Mining or quarrying
18. Operating or maintaining machinery (portable home and office tools and appliances excepted)
19. Outdoor jewellery salesman
20. Professional sportsman
21. Reporter working in war zones or regions of conflict
22. Stableman
23. Stevedore
24. Stunt person
25. Working at height of ten (10) feet or higher from ground or floor level
26. Working with asbestos or marble

3. Exclusions only applicable to “Personal Liability”

In addition to the exclusions stated in paragraphs 1 and 2 of this Clause, the Company will not be liable in respect of:

- a) Accidental Death or Accidental Injury to any person being (1) a member of the family; or (2) at the time of sustaining such injury, an employee of the Insured Person, or engaged in and upon the service of the Insured Person.
- b) Loss of or damage to property belonging to or in the charge of or under the control of the Insured Person, any member of the family, any employee or any person in and upon the service of the Insured Person.
- c) Liability arising out of or incidental to (1) Insured Person's profession, business or trade; (2) ownership, occupation or use of any land, building or premises; (3) ownership, possession or use of lift, elevator, motor vehicle, aircraft, watercraft or mechanically and/or electrically propelled vehicle, firearms, pet or animal; (4) infringement of plan, copyright, patent, trade mark or registered design; and (5) libel or slander.
- d) Liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement. Damage relating to any liability assumed under contract.
- e) Fine, penalty or punitive damages of any kind.
- f) Damage to property which belongs to the Insured Person or is in his/her care custody or control.
- g) Damage relating to the wilful, malicious, or unlawful act on the part of the Insured Person.
- h) Any criminal proceedings.
- i) Liability more specifically insured by any other insurance policies.
- j) Any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

CLAUSE 8 – PAYMENT OF PREMIUMS

1. The Policyholder is responsible for the payment of Premiums while this Policy is in force.
2. 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.
3. 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.
4. If a claim occurs within the grace period, any Premium then due and unpaid shall be deducted from any indemnity payable under this Policy.
5. 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 date of the event 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 the Accident.

However, in case of “Personal Liability”, immediate written notification of the possible claim shall be given to the Company indicating the nature and circumstances of the incident or event, together with a confirmation that no admission of liability has been made and that no settlement has been made or agreed to without the prior knowledge and written consent of the Company. Full documentation, including copies of the summons, court documents, solicitors’ and other legal correspondence, etc., must be submitted to the Company. Whenever necessary, report of the incident or event shall also be given to local police.

- 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 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 Doctor 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.

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 – NO CLAIM BONUS

1. In the event of no claim being made or arising under this Policy during a period of insurance specified below immediately preceding the renewal of the Policy, the renewal premium shall be reduced as follows:

<u>Period of Insurance</u>	<u>Reduction</u>
The preceding year	10%
The preceding two years	15%
The preceding three or more years	20%
2. Notwithstanding a single claim being made or arising during a period of insurance, upon renewal this Policy losses entitlement to any no-claim bonus.

CLAUSE 11 – BENEFICIARIES IN CASE OF DEATH

1. The Death Benefit shall be paid to the designated Beneficiary. If no Beneficiary is designated, the Death Benefit shall be paid to the estate of the Insured Person.
During the lifetime of the Insured Person and while this Policy is in force, the Policyholder may, by filing a written notice satisfactory to the Company, name or change the Beneficiary of the Death Benefit under this Policy. If the Insured Person and the Policyholder are different people, written agreement from the Insured Person is required to name or to change the Beneficiary, for whatever reason.
A change of Beneficiary shall be effective only if recorded by the Company. When a Beneficiary is so changed, it will be deemed effective as of the date the Company’s receipt of such notice whether or not the Insured Person is living at the time of such recording. The Company shall not be responsible for the validity or legality of the designation of Beneficiary.
2. Unless otherwise provided by the laws of Macau or elsewhere in this Policy:
 - (i) If the Beneficiary predeceases the Insured Person or dies at the same time, the interest of such Beneficiary shall pass to any other surviving Beneficiaries in proportional shares. In the event that there is no other surviving Beneficiaries, any benefit payable to the Beneficiaries under this Policy shall be paid to the Insured Person’s estate; and
 - (ii) If there is more than one Beneficiary, any benefit payable to Beneficiaries shall be paid in the proportion as specified by the Policyholder. If the proportion of the benefit payable to the Beneficiaries is not specified or all the proportions added up to a figure other than 100%, the Company shall have the discretion to pay such benefit to all the Beneficiaries in equal shares or in such proportion as the Company thinks appropriate.

CLAUSE 12 – SCHEDULE OF BENEFITS

1. If the Insured Person shall sustain any bodily injury caused by an Accident as hereinafter defined which occurs after the Effective Date or the date of reinstatement of this Policy, whichever is later, and provided insurance under this Policy is in effect with respect to such Insured Person, then the Company will pay the respective percentage of the Principal Sum Insured as set out hereunder:

A – DEATH OR PERMANENT TOTAL DISABLEMENT	% of Principal Sum Insured
• Death	100%
• Permanent Total loss of both eyes or of eyesight in both eyes	100%
• Permanent Total loss of use of two upper or lower limbs	100%
• Permanent and incurable insanity	100%
• Permanent Total loss of both hands or both feet	100%
• Permanent Total loss of an arm and a leg or a hand and a leg	100%
• Permanent Total loss of an arm and a foot or a hand and a foot	100%
• Permanent Total hemiplegia or paraplegia	100%
B - PARTIAL PERMANENT DISABLEMENT	%

HEAD

• Total ablation of lower maxillary	70%
• Permanent Total deafness	60%
• Permanent Total loss of speech	50%
• Generalized post-traumatic epilepsy, one or two attacks per month, with treatment	50%
• Loss of substance from the cranium affecting both sides and with a maximum diameter:	
- greater than 4 cm	35%
- greater than 2 cm and less than or equal to 4 cm	25%
- 2 cm	15%
• Total or almost total loss of teeth:	
- without possibility of prosthesis	35%
- with possibility of prosthesis	10%
• Total loss of an eye, or reduction to half vision in both eyes	25%
• Non-consolidated fracture in lower jaw	20%
• Total deafness in one ear	15%
• Cranial traumatism post-com motion syndrome, without objective signal	5%
• Total anosmia (loss of sense of smell)	4%
• Total nasal obstruction, unilateral	4%
• Fracture of the nose bone or the nasal cartilage, with respiratory discomfort	3%

UPPER MEMBERS AND SHOULDERS

	Right	Left
• Amputation of arm to upper third, or total loss of use of arm	70%	55%
• Total loss of use of one hand	60%	50%
• Non-consolidated fracture of one arm	40%	30%
• Total loss of movement of shoulder	30%	25%
• Pseudo-arthritis of both bones in the forearm	25%	20%
• Amputation of the thumb:		
- Losing the metacarpus	25%	20%
- preserving the metacarpus	20%	15%
• Total loss of use of elbow movement	20%	15%
• Shoulder rigidity, forward projection and less than 90° abduction	15%	11%
• Total loss of wrist movements	12%	9%
• Pseudo-arthritis of a single bone in the forearm	10%	8%
• Amputation of index finger	15%	10%
• Amputation of middle finger	8%	6%
• Amputation of ring finger	8%	6%
• Amputation of little finger	8%	6%
• Fracture of clavicle with clear sequelae	5%	3%
• Slight rigidity of shoulder	5%	3%
• Fracture of 1st metacarpus resulting in functional disablement	4%	3%
• Fracture of 5th metacarpus resulting in functional disablement	2%	1%

LOWER MEMBERS

• Total loss of use of one lower limb	60%
• Loss of articulation of a lower limb at the hip joint or femur	60%
• Amputation of thigh at upper third	50%
• Non-consolidated fracture of the thigh	45%
• Total loss of use of a leg below the knee articulation	40%
• Total loss of a foot	40%
• Non-consolidated fracture of a leg	40%
• Total loss of movement of one hip	35%
• Partial amputation of a foot including all toes and a part of the foot	25%
• Total loss of movement in the knee	25%
• Shortening of a lower limb by:	
- 5 cm or more	20%
- 3 cm to 5 cm	15%
- 2 cm to 3 cm	10%
• Total ankylosis of the ankle in a favorable position	12%
• Moderate after-effects of a transversal fracture of knee-cap	10%
• Amputation of big toe with its metatarsus	10%
• Total loss of any toe, excluding the big toe	3%

SPINE - THORAX

• Paraplegia of the trunk, possible to walk, spasmodic trend dominating the paralysis	20%
• Fracture of the cervical spinal column without chord injury	10%
• Fracture of the dorsal or loin spinal column: compression with clear spinal stiffness, no neurological signs	10%
• Multiple fractures in the ribs with important after-effects	8%
• Pain in the cervix with clear spinal stiffness	5%
• Lumbago with clear spinal stiffness	5%
• Residual traumatic effusion with radiological signs	5%
• Isolated fracture of sternum with slight after-effects	3%
• Slight radial irradiating pains	2%
• Fracture of one rib with minor sequelae	1%

ABDOMEN

• Nephrectomy (kidney removal)	20%
• Non-operable abdominal surgical scar with 10 cm eveneration	15%
• Ablation of spleen with hematological sequelae without clinical manifestation	10%

2. The payment of any compensation amount, in accordance with the above Schedule of Benefits, is subject to:
 - a) If the Insured Person is left-handed, the percentages for disablement of the upper right limb shall apply to the upper left limb and vice-versa.
 - b) “Loss of Use” means total functional disablement and is treated like the total loss of said limb or organ.

- c) “Loss of Limb” means loss by physical separation at or above the wrist or ankle joint.
- d) “Loss of Fingers or Toes” means complete separation through or above the metacarpophalangeal joints or metatarsophalangeal joints.
- e) “Loss of both eyes or of eyesight in both eyes” means the total and irrecoverable loss of all sight of both eyes rendering an Insured Person absolutely blind beyond remedy by surgical or other treatment.
- f) If at the time of Accident, an Insured Person has already had amputation of or has lost the use of a limb or has lost the sight of one or both eyes or has other disabilities, such loss (full or partial) and disabilities shall not be included in assessing any benefit payable under this Policy.
- g) With regard to a single limb or organ, accumulated disabilities may not exceed that due for a total loss of the same limb or organ.
- h) If the Insured Person suffers more than one loss as a result of the same Accident, the total percentage payable in compensation may not exceed 100%.

CLAUSE 13 – 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 sixty (60) 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 one-hundred eighty (180) days from the expiration of thirty (30) days 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. Disappearance
If the body of an Insured Person has not been found within 365 days after the date of the disappearance, forced landing, stranding, sinking or wrecking of the Public Common Carrier in which such Insured Person was a fare-paying passenger, the Insured Person shall be presumed to have died as a result of Accidental Injury on the date of the aforesaid occurrence, subject to the terms and conditions of this Policy.
8. Reinstatement
If this Policy is terminated for any reason, acceptance and approval of a subsequent Application Form by the Company shall reinstate this Policy. The reinstated Policy shall provide benefits only for Accidental Injury or Accidental Death arising from an Accident after the date of reinstatement.
9. Interest
No benefit payable under this Policy shall carry interest.

CLAUSE 14 – GOVERNING LAW AND JURISDICTION

This Policy shall be governed by and interpreted in accordance with the laws of Macau. The Company and all relevant parties are bound by this Policy and shall be subject to the exclusive jurisdiction of the courts of Macau. 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 Macau.