

Individual Life Insurance

General Conditions

CLAUSE 1 - DEFINITIONS

1. For the purpose of this Policy, the definitions of the terms used are listed below:
 - a) **Accident**
Any sudden, unforeseen and unexpected incident caused, solely, directly and independently of all other causes, by violent, external and visible means, which is beyond the control of the Insured.
 - b) **Age**
The age of the Insured at his last birthday.
 - c) **Application**
An application by the Policyholder for insurance coverage to be provided under this Policy, together with any attachments thereto.
 - d) **Beneficiary**
The person or entity who is the recipient of the benefit payable under the Policy.
 - e) **Bodily Injury**
Any injury to the Insured on any part of his body resulting, solely, directly and independently of all other causes, from an Accident of which, except in case of drowning or of internal injury revealed by autopsy, there is evidence of a visible contusion or wound on the exterior of his body.
 - f) **Company**
Fidelidade Macau Life - Insurance Company Limited.
 - g) **Illness**
A physical condition marked by a pathological deviation from the normal healthy state of the Insured, not caused by an Accident and which can be proven by objective medical observation conducted by a Physician.
 - h) **Insurance Period**
The period of time specified in the Policy Schedule during which the coverage under this Policy is effective.
 - i) **Insured**
The person or persons whose life, health or physical body are insured under this Policy.
 - j) **Macau**
The Macau Special Administrative Region of the People's Republic of China.
 - k) **Physician**
A medical practitioner who is duly registered and legally authorized in the geographical area of his practice to render western medical or surgical services, other than the Policyholder, the Insured or the Beneficiary, an insurance agent, business partner or employer/employee of the Policyholder or of the Insured, or a member of the Insured's immediate family or related in similar fashion to the Policyholder whether by blood or marriage.
 - l) **Policy**
The terms and conditions of this policy, the Application, the Policy Schedule, and any endorsements or riders issued by the Company relating to this policy.
 - m) **Policyholder**
The owner of this Policy, being the person or entity who established this Policy with the Company and is responsible for the payment of the Premium, any additional premiums and any legal charges.
 - n) **Policy Anniversary**
The anniversary of the Policy Effective Date or the date otherwise specified in the Policy Schedule.
 - o) **Policy Effective Date**
The starting date of the Insurance Period as specified in the Policy Schedule.
 - p) **Policy Expiry Date**
The ending date of the Insurance Period as specified in the Policy Schedule.
 - q) **Policy Schedule**
The document issued by the Company containing the identity of the Policyholder and of the Insureds, the sums insured and the amount of Premiums, as well as other specific information of this Policy.
 - r) **Policy Year**
A period of twelve consecutive months beginning with the Policy Effective Date and subsequent Policy Anniversaries.
 - s) **Premium**
The amount of the Policyholder agreed to pay to the Company under this Policy in return for coverage of the events guaranteed.
 - t) **Pre-Existing Condition**
Any Accident, Bodily Injury or Illness sustained or suffered by the Insured 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 if this Policy has not been reinstated or, if this Policy has been reinstated, prior to the date of such reinstatement.
2. Whenever a textual interpretation allows, the masculine shall include the feminine and the singular shall include the plural, and vice versa.

CLAUSE 2 – BASIS OF CONTRACT

The entire contract between the Policyholder and the Company is constituted by this Policy with all its pages including these General Conditions, the Application and any written statements and answers given to the Company and any medical evidence received by the Company in respect of

the Insured, the Policy Schedule, and any attached endorsements or riders relating to this Policy. The Policyholder and the Insured should make reference in all honesty in all these documents with respect 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.

CLAUSE 3 – INCONTESTABILITY

1. While this Policy is in force, it (but not any supplementary contract attached to it) shall be incontestable, except for non-payment of premiums, after it has been in force during the lifetime of the Insured for two (2) years from the Policy Effective Date or the date of any reinstatement, whichever is later, subject to paragraph 2 below.
2. If there is any fraud, material misstatement or concealment in any information provided in the Application or in any other written statements or declarations on which this Policy is based; or in relation to any other matter affecting this Policy; or 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.

CLAUSE 4 – COMMENCEMENT AND DURATION OF CONTRACT

1. This Policy shall become effective at Macau time 00:00 a.m. on the Policy Effective Date, which shall be the day following the risk acceptance by the Company or at any later date specifically indicated in the Application.
2. Without prejudice to the provision of Clause 7 ("Termination of Contract"), this Policy is contracted for a fixed term of one year and, unless otherwise stated by the Company, automatically renewed at the end of each Policy Year for equal and successive periods of one year.

CLAUSE 5 – GUARANTEES

1. This Policy has the object of covering the risk of death, called the basic cover, and of the supplementary risks under the terms of the respective special conditions as specified in the Policy Schedule.
2. The Company guarantees the payment of the sum insured as specified in the Policy Schedule, subject to the terms, conditions, provisions and exclusions of this Policy.
3. This Policy does not confer the right to surrender, transfer, advancement or reduction of insurance benefits.

CLAUSE 6 – EXCLUSIONS

Unless otherwise stated in the Policy Schedule, no benefit is payable under this Policy in relation to any of the following:

- a) Pre-Existing Condition of which the Insured was aware or should reasonably have been aware, unless it was disclosed in the Application by the Insured and accepted by the Company, subject to the terms and conditions as the Company shall determine for such purpose.
- b) Suicide of the Insured, if it occurred within the first Policy Year or within one year after the effective date of reinstatement of this Policy, whichever is later, whether the Insured is sane or insane. In case of an increase in sum insured, suicide is only covered by this contract if it occurs one year after the effective date of such an increase. Death in such situations shall limit the Company's liability to the return of premiums paid without interest.
- c) Violation or attempted violation of the Law or resistance to arrest.
- d) Involvement in naval, military or air force.
- e) 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".
- f) 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.
- g) 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.
- h) 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.

CLAUSE 7 – TERMINATION OF CONTRACT

1. This Policy shall automatically terminate on the earliest of the following dates:
 - a) The date on which this Policy is cancelled by the Policyholder.
 - b) The end of the period stated in paragraph 2 of Clause 8, in case of non-payment of Premiums.
 - c) The end of the Insurance Period during which the Insured attains seventy (70) years of age, unless otherwise stated in the Policy Schedule.
 - d) The date of death of the Insured.
 - e) The date of payment of the sum insured of any supplementary risk covered by this Policy, unless otherwise stated in the Policy Schedule.
2. The cancellation of this Policy for reasons relating to an intentional omission or inaccurate declaration by the Policyholder, Insured or Beneficiary shall take effect retroactively from the date on which the insurance commenced, and the Policyholder shall lose the premiums paid up to the date on which he is informed of the cancellation, and he must repay any amount already paid out by the Company.
3. The Policyholder may cancel this Policy by giving the Company at least fourteen (14) days' prior written notice. Upon the termination of this Policy, no Premium shall be refunded by the Company.
4. Termination of this Policy shall be without prejudice to any claim arising prior to such termination. The payment of any Premium hereunder subsequent to termination of this Policy shall not create any liability but the Company shall refund any such Premium without any interest.

5. The Company will not be liable for any claim made under this Policy on or after the effective time of termination. 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.

CLAUSE 8 – PREMIUM PROVISIONS

1. Premiums

- a) The consideration for this Policy is the due payment of Premiums and any legal charges as and when they fall due. Premiums are due by the Policyholder, as frequently as specified in the Policy Schedule, on or before each Premium due date.
- b) 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.
- c) The Premiums shall be subject to an annual review according to the Insured's Age at the beginning of each Policy Year.

2. Non-payment of Premiums

- a) While this Policy is in force, failure to pay premiums on the Premium due date shall entitle the Company to terminate this Policy, giving prior notice by any means involving a written record sent to the Policyholder's address at least thirty (30) days in advance. This Policy shall remain in force during this notice period.
- b) If all due and unpaid premiums are not paid by the end of the notice period stated in subparagraph a) above, the Company will immediately terminate this Policy. The use of the provision stated in this paragraph shall not affect the Company's right to the Premiums for the period which has already elapsed.
- c) For the purpose of this Policy, the Policyholder's address shall be interpreted as that given in the Application or, in the event of any change, any other address of which the Company has been informed in writing.

3. Reinstatement

If this Policy terminates due to non-payment of premiums as stated in paragraph 2 above, this Policy may be reinstated with the consent of the Company subject to the following cumulative conditions:

- a) A written application for reinstatement is made by the Policyholder to the Company within one hundred and twenty (120) days after the termination of the Policy due to non-payment of premiums.
- b) The Policyholder produces evidence of insurability satisfactory to the Company.
- c) The Policyholder pays all overdue premiums with interest on such premiums which shall be compounded to the date of reinstatement of this Policy at an annual rate as determined by the Company from time to time.

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 death of the Insured. 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 possible.
- b) 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 ninety (90) days from the date of death of the Insured, which includes the following documents:
 - (1) Police accident report, in the case of death caused by an Accident.
 - (2) Declaration of the attending Physician, specifying the cause and circumstances of death, the date of the diagnosis and the duration of the Illness or Bodily Injury.
 - (3) Copy of the birth certificate or identity card of the Insured.
 - (4) Death certificate of the Insured.
 - (5) Documents proving the Beneficiary's legal capacity.
- c) The Company reserves the right to request for additional information or evidence from the claimant, at his expense. The Company shall be entitled to have a post-mortem examination performed at the expenses of the Company when it is not prohibited by law. In the event of any conflict between medical opinions, the opinion of the Company's appointed medical advisor shall prevail.

2. Discharge

The production by the Company of a receipt for any sum payable under this Policy, signed by the Beneficiary, or 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.
- (ii) If any fraudulent means or devices have been used by the claimant, Policyholder, Insured or Beneficiary, or anyone acting on their behalf, to obtain benefit under this Policy.
- (iii) Any statement made by the claimant, Policyholder, Insured or Beneficiary, or anyone acting on their behalf, concerning any claims is a misstatement or omission amounting to fraud.

The Company shall be entitled to terminate forthwith this Policy if any such circumstance occurs. 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 and/or the Beneficiary or to report the fraud to the police.

CLAUSE 10 – BENEFICIARIES

1. During the lifetime of the Insured 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 this Policy. If the Insured and the Policyholder are different people, written agreement from the Insured is required to name or to change the Beneficiary, for whatever reason.
2. 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 is living at the time of such recording. The Company shall not be responsible for the validity or legality of the designation of Beneficiary.
3. Subject to the provisions of the laws of Macau, and unless otherwise provided elsewhere in this Policy:
 - (i) If the Beneficiary predeceases the Insured or dies at the same time, the interest of such Beneficiary shall pass to any other surviving Beneficiaries in equal 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 Policyholder or the estate of the Policyholder.
 - (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 the Company shall have the discretion to pay such benefit to all the Beneficiaries in equal shares. If all the proportions of the benefit payable to the Beneficiaries added up to a figure other than 100%, the Company shall have the right to adjust such declared percentages on proportional basis.

CLAUSE 11 – MISCELLANEOUS

1. Occupation
 - a) The Policyholder and/or the Insured undertake(s) to inform the Company in writing within a period of thirty (30) days any change of the Insured's declared occupation, so that the Company can decide whether adjustment to the Premium is required or re-evaluate whether the Company will continue to provide the benefits under this Policy. The Premium may be increased or decreased depending on the alteration of occupation risk.
 - b) In the case of increased risk as a result of the change in occupation, if no written notification as required under the preceding paragraph is received by the Company, or the declarations made by the Policyholder and/or the Insured are inaccurate, this Policy will continue to take effect but, in the event a claim is made under this Policy, the final benefit payable will be reduced in proportion to the difference between the premium charged by the Company and the premium which would have been charged for the increased risk.
 - c) If the change of occupation risk is to one which is classified by the Company as not insurable, the Company shall not be liable to cover any loss sustained pertaining to that risk.
2. Misstatement of Age or Gender

Where the Age or gender of the Insured has been misstated, the following rules shall apply:

 - (i) If the premium paid as a result of the misstatement of Age or gender is insufficient, any benefits payable shall be prorated based on the ratio of the actual premium paid to the correct premium which should have been charged.
 - (ii) Any excess premium paid as a result of the misstatement of Age or gender shall be refunded without any interest.
 - (iii) If it is found that at the correct Age, the Insured would not have been eligible for insurable coverage under this Policy pursuant to the Company's underwriting rules, this Policy shall be void and no benefits shall be payable. The premium paid to date shall be refunded without interest.
3. Limitation on Sales Representative's Authority

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. 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.
4. Geographical Limits

The benefits covered by this Policy shall apply twenty-four (24) hours a day worldwide unless otherwise endorsed or amended by the Company in writing.
5. Eligibility for Coverage

In order to be eligible for coverage under this Policy, the Insured must have reached the Age of eighteen (18) years but be under the Age of sixty-four (64) on the Policy Effective Date; and the Insured must be under the Age of seventy (70) at the beginning of each Policy Year.
6. Legal Action

No litigation 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 three (3) years from the commencement of the time within which proof of claims is required.
7. 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.
8. Currency

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

CLAUSE 12 – 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.