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DOMESTIC HELPER PROTECTOR (MACAU)

This Policy forms a binding contract between AIG Insurance Hong Kong Limited (Macau Branch) (hereinafter referred to as "**We**", "**Us**", "**Our**" or "**Company**") and the person named in the Policy Schedule as the policyholder (hereinafter referred to as "**You**" or "**Your**" or "**Policyholder**"), the basis of which is the Proposal and Declaration provided to Us. You shall ensure that all information that You provide to Us is accurate and that You provide full and frank disclosure to Us of all material facts which You know or ought to know in the formation of this Policy, failing which We are entitled to avoid this Policy from inception and refuse to make any payment under this Policy.

In consideration of You paying Us the premium as specified in the Policy Schedule, We agree to indemnify You and/or the Insured Person pursuant to the coverage available under Part 2 - Benefits, which are subject to the Policy Terms.

It is important that You read this Policy carefully, including all definitions, exclusions, conditions and any endorsements thereon, and make sure that You understand them.

Please check all the information in Your Policy Schedule and those provided by You to Us from time to time are correct and updated. Do let Us know straight away if any changes are needed.

PART 1 - GENERAL DEFINITIONS APPLICABLE TO THIS POLICY

Wherever the words or phrases appear in this Policy and begin in uppercase, the definitions with interpretation as set out in this Policy will apply unless indicated otherwise. Where appropriate, words expressed in plural shall also have their singular meaning and vice versa. Please note that this Policy has been designed to offer multiple Plans and therefore not all the definitions listed herein will be relevant to the selected Plan shown in the "*Section Benefits*" of the Policy Schedule of this Policy. Headings and titles of this Policy are solely for reference and description only and have no interpretational value or meaning to this Policy. All references to specific legislation include amendments and re-enactments.

The following definitions apply to benefits of this Policy where applicable:

Accident or Accidental means a sudden, unforeseen, fortuitous, violent, visible and specific event caused external to the body which occurs at an identifiable time and place during the Period of Insurance.

Acquired Immune Deficiency Syndrome or AIDS shall have such meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Illness in the presence of a zero-positive test for HIV provided that:

(a) Malignant Neoplasm includes but is not limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an Illness, or disability, in the presence of Acquired Immune Deficiency Syndrome (AIDS).

(b) Opportunistic Infection includes but is not limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

Activities of Daily Living means the following 6 activities which an Insured Person can perform on their own:

(a) Washing means the ability to wash in the bath, or shower or wash by other means.

(b) Dressing means the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances.

(c) Feeding means the ability to feed oneself food after its preparation and being made available.

(d) Toileting means the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate.

(e) Mobility means the ability to move indoors from room to room on level surfaces.

(f) Transferring means the ability to move from a bed to an upright chair or wheelchair, and vice versa.

Aggregate Period means the maximum time period for which a Sum Insured is payable as specified against a Benefit in the Policy Schedule.

Chiropractor means a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practise chiropractic medicine. The attending Chiropractor must not be You, or Your business partner, employer, employee, agent, or Family Member.

Chronic Medical Condition means a medical condition that cannot be prevented by a vaccine or cured by medication, is recurrent or is expected to persist for the remainder of the Insured Person's natural life.

Chinese Medicine Practitioner means a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practise Chinese medicine (including an acupuncturist or bonesetter). The attending Chinese Medicine Practitioner must not be You, or Your business partner, employer, employee, agent, or Family Member.

Civil War means a hostile conflict by means of armed forces carried on between opposing citizens of the same nation or state.

Dentist means a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practice dentistry. The attending Dentist must not be You, or Your business partner, employer, employee, agent, or Family Member.

Doctor means a legally registered, licensed and qualified medical practitioner to practise western medicine and authorized by the relevant regulatory authority of that jurisdiction to provide medical or surgical service within the scope of their license, specialized accreditation and training. The attending Doctor must not be You, or Your business partner, employer, employee, agent, or Family Member.

Endorsement means a written notice stating an amendment, deletion or addition made to this Policy.

Family Member means the Insured Person's or Policyholder's brother, child, grandchild, grandparent, parent, sister or spouse.

Hospital means any medical institution lawfully operated for the care and treatment of sick or injured persons:

(a) with organised facilities for diagnosis and surgery (including operating theatres) in the same premises;

(b) with 24 hours daily nursing service by registered graduate nurses; and

(c) operated under the supervision of Doctor(s).

This does not include a clinic, a nursing home, rest home, a place for the purposes of convalescence, palliative care, hospice or rehabilitation centres, a place used for custodial care, a place for the purposes of medical quarantine, a place for the treatment of alcoholics or drug addicts, institution to treat mental or behavioral disorders, sanatorium, any transitional care centre or home for the aged or similar establishment, even if located at the same place.

Hospitalised / **Hosipitalisation** means the admission of the Insured Person to a Hospital as an Inpatient during the Period of Insurance evidenced by daily boarding charges imposed by a Hospital.

Household Member means any individual ordinarily residing in Your Residence, including roommates or tenants.

Illness means a sickness, disease or other physical conditions characterised by a pathological deviation from the normal healthy state. For the avoidance of doubt, Illness includes but not limited to infectious diseases, heatstroke, decompression sickness, hypothermia and mountain sickness. Benefits under this Policy are payable for Illness after expiry of the Waiting Period.

Inception Date means the date specified in the Policy Schedule on which the cover under this Policy first commences.

Injury means an identifiable physical injury which is caused by an Accident solely and independently of any other causes (except sickness directly resulting from, or medical or surgical treatment rendered necessary by such Injury), pre-existing condition or congenital condition.

Inpatient means the confinement of the Insured Person in a Hospital for a continuous period of at least six (6) consecutive hours as a registered patient for Medically Necessary treatments and such confinement is certified as necessary by an attending Doctor.

Insured Person means a local worker (who is a domestic helper, doula or chauffeur) unnamed, or foreign worker (who is a domestic helper or chauffeur) named in the Policy Schedule, who is nominated and legally employed by You, and who is eligible for and covered by the insurance provided in this Policy during its valid Period of Insurance. Any foreign worker must hold a valid employment visa issued by the relevant government authority in Macau for the employment with You. Cover applies until the end of the Period of Insurance or the date upon which the Insured Person ceases their employment with You, whichever occurs first.

Insurrection means a violent uprising of citizens in resistance to their government.

Macau or the **Macau SAR** shall mean the Macau Special Administrative Region of the People's Republic of China.

Medical Expenses means the actual Medically Necessary expenses incurred to treat the Insured Person or as prescribed by a Doctor or a Dentist for:

(a) inpatient or outpatient medical or surgical treatments;

(b) room and board charges for Hospitalisation (restricted to reasonably and necessarily charges incurred only by the Insured Person during Hospitalisation);

(c) medical or surgical supplies;

(d) nursing treatment;

(e) ambulance charges; and/or

(f) dental treatment necessarily incurred to restore sound and natural teeth following an Accident.

Medically Necessary means a medical service provided on the written recommendation or advice of a Doctor, or a Dentist which is:

(a) consistent with the diagnosis and customary medical treatment for a covered Injury or Illness, if applicable;

(b) in accordance with the standard of good medical practice, consistent with current standard of professional medical care and of proven medical benefits;

(c) not of an experimental, investigational, research, preventive or screening in nature; and

(d) fair, for which charges are incurred and do not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar Injury or Illness in accordance with accepted medical standards and practice that could not have been omitted without adversely affecting the Insured Person's Injury or Illness.

However, We have the right to appoint a Doctor at Our own discretion to confirm that the medical service meets the above definition of medically necessary and the decision of Our appointed Doctor shall be final and binding.

Medically Unfit means the Insured Person is unable to perform the duties they are employed for, as certified by the attending Doctor. However, We have the right to appoint a Doctor at Our own discretion and the decision of Our appointed Doctor shall be final and binding.

Outpatient means being a registered patient, who is not an Inpatient, seeking Medically Necessary treatments either in a Hospital or in a medical clinic.

Period of Insurance means the period shown on the Policy Schedule during which cover under this Policy applies to You and the Insured Person, and for which premium has been paid.

Physiotherapist is a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practice physiotherapy to treat disease, injury, or deformity by physical therapeutic methods such as massage, heat treatment, and exercise rather than by drugs or surgery. The attending Physiotherapist must not be You, or Your business partner, employer, employee, agent, or Family Member.

Policy means this insurance contract which consists of the Proposal and Declaration, this policy wording, the Policy Schedule and any other documents We may issue to You or the Insured Person that are stated to form part of this Policy (such as any Endorsement to this Policy).

Policy Effective Date means the later of:

(a) the Inception Date;

(b) the effective date of increased benefits or Sum Insured endorsed on this Policy in relation to You and/or the Insured Person, but only in respect to the increased benefits or Sum Insured;

(c) the effective date of the change of Insured Person on whom We have endorsed on this Policy; or

(d) the last reinstatement date of this Policy.

Policyholder / You / Your means the person named in the Policy Schedule as the policyholder and who also is the employer of the Insured Person. The Policyholder owns this Policy and is responsible for premium payments and has the right to exercise all privileges under this Policy.

Policy Schedule means the document titled "*Policy Schedule*" attached to this Policy, which shows the Period of Insurance, the particulars of You and the Insured Person, and the applicable benefits with the corresponding Sum Insured. It should be read in conjunction with this Policy.

Policy Terms means all terms, exclusions and conditions contained in or endorsed on this Policy.

Pre-existing Condition means any injury, illness, disease or other medical condition:

(a) known by You or the Insured Person prior to the Policy Effective Date;

(b) for which the Insured Person has sought, is required to receive medical treatment (irrespective of whether such treatment was actually received), or has received advice or diagnosis before the Policy Effective Date;

(c) which first manifested itself, worsened, became acute or presented signs or symptoms prior to the Policy Effective Date and which would have caused any reasonable person to seek diagnosis, care or treatment; or

(d) which is a Chronic Medical Condition diagnosed before the Policy Effective Date.

Proposal and Declaration means any signed, subscribed or confirmed proposal and/or application of this Policy, declaration and/or any information supplied (physical, online and/or electronic format) by You or on Your behalf to Us, whether prior or subsequent to the inception of this Policy or for and upon renewal of this Policy.

Rebellion means a deliberate, organised and open resistance, by force and arms, to the laws or operations of a government, committed by its citizens.

Renewal Date means the date immediately after 12 consecutive months for 1-year policy, or 24 consecutive months for 2-year policy following the Inception Date and the date after each 12 or 24 consecutive months (as applicable) thereafter provided that the Policy is renewed.

Residence means the dwelling place in which You ordinarily reside at the time of occurrence of an event giving rise to a claim under this Policy and as declared to Us. If Your dwelling place is a landed property, the location of risk will be within the boundary walls, gates and fences of the landed property.

Revolution means to overthrow of a regime or political system by its citizens.

Strike means a lockout or total or partial work stoppage to enforce demands made on an employer or to protest against an act or condition.

Sum Insured refers to the maximum amount payable for a benefit as specified in the Policy Schedule.

Surgery means a Medically Necessary operation performed by a Doctor in a Hospital under anaesthesia, requiring a surgical incision to remove or repair damaged or diseased tissue, but excluding injections of any type.

Waiting Period means following:

i) In relation to an Illness — it is a period of fourteen (14) consecutive days immediately following the Policy Effective Date.

ii) In relation to Section 14 "*Extension of Section 3 and 5 due to Major Cancer and Heart Disease (Optional Benefit Add-On)*" specifically – it is a period of ninety (90) consecutive days immediately following the Policy Effective Date for:

   a) the Diagnosis of the Major Cancer or Heart Disease which occurs or manifests itself as a first incidence; and

   b) the signs or symptoms of such Major Cancer or Heart Disease that first manifests itself.

War means declared or undeclared hostile action between two or more nations or states.

We / Us / Our / Company means AIG Insurance Hong Kong Limited (Macau Branch).

Year means every twelve (12) consecutive-month block starting from the start date of the Period of Insurance as specified in the applicable Policy Schedule.

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PART 2 - BENEFITS

The following Sections 1-14 including optional cover – "*Extension of Section 3 and 5 due to Major Cancer and Heart Disease*", will apply based on the type of worker and the plan You have selected as shown in Your Policy Schedule.

(a) Basic Plan is applicable for local workers (who is a domestic helper, doula or chauffeur) or foreign workers (who is a domestic helper or chauffeur).

(b) Super Care Plan, Prime Care Plan and optional cover – the benefits under "*Extension of Section 3 and 5 due to Major Cancer and Heart Disease*", are applicable only for foreign workers (who is a domestic helper or chauffeur).

SECTION 1 – EMPLOYEES' COMPENSATION INSURANCE (TERMS OF THE UNIFORM POLICY)

CHAPTER I
Interpretation

Article 1
(Terminology)

In this Policy:-
"INSURER" or "INSURANCE COMPANY" means AIG INSURANCE HONG KONG LIMITED (MACAU BRANCH)
"INSURED" means the employer who contracts with the insurer for this Policy.
"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.
"OCCUPATIONAL ACCIDENT"
"OCCUPATIONAL DISEASE"
"PLACE OF WORK"
"WORKING HOURS"
"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 transfer 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 caused 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

(Type of cover)

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 orthopaedic 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.

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 3rd degree of collateral kinship, so too the administrators or managers of any insured company shall only be considered as covered under this contract if 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, assaults, 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 operation 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 determine 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. Sent 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;
- Names 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 provision 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 or 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 1 b).
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 period (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 requests 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 the 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 employees 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 in 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 the 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 meetings 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.

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Special Clauses Applicable When Expressly Referred To In The Schedule

Clause 1 - Cover for part-time work

The amount of earnings per unit of time (hour or day), shown in the Policy Schedule shall be used as the basis for the purpose of calculation of the monetary payments in case of accidents.

The monetary payments shall be those arrived at by applying the earnings per hour (by eight hours) and the earnings per day (by 30 days).

Clause 2 - In case the premium is calculated, according to the terms of the tariff, on a percentage of the total contract price of work execution

In case where the issuance is covering such contracts, the remittance of the payroll is not required considering that the remuneration limits, agreed by contract, are stated in the Policy Schedule.

The insurance under the Policy shall only apply to employees of the insured who are engaged in the type of work and at the place of risk clearly identified and mentioned in the Policy Schedule.

This insurance shall be valid for a period corresponding to the foreseeable duration of the work, as stated in the Policy Schedule, which may be extended in exceptional cases through prior agreement between the Insured and the Insurer and the payment of an additional premium.

If during the execution of the work there arises any change in the wages, the premium shall be adjusted in accordance with the average increase in the said wages and proportionately to the unexpired period of the contract.

Clause 3 - Cover of risk during travel (In-Itineri")

In consideration of the payment of an additional premium, this insurance is extended to cover accidents sustained by employees during usual travel to and from the place of employment, even when the transportation so utilized is not supplied by the employer.

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SECTION 2 – PERSONAL ACCIDENT BENEFITS

Accidental Death and Permanent Disablement

If the Insured Person sustains Injury during their rest day and not in the course of performing any duty for Your benefit whilst in Macau, and such Injury directly results in one of the events listed in the Compensation Table below within three hundred and sixty-five (365) days from the date of the Accident, We will pay up to the maximum Sum Insured as specified in the Policy Schedule subject to the applicable percentage as set out in the Compensation Table below.

Compensation Table		
Events	**Injury resulting in:**	**Percentage of Sum Insured payable as specified in the Policy Schedule**
1.	Accidental Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent Total Loss of two Limbs	100%
4.	Permanent Total Loss of one Limb	50%
5.	Permanent Total Loss of sight of both eyes	100%
6.	Permanent Total Loss of sight of one eye	50%
7.	Permanent Total Loss of one Limb and sight of one eye	100%
8.	Permanent Total Loss of speech and hearing	100%
9.	Permanent Total Loss of hearing in	
	(a) both ears	75%
	(b) one ear	25%
10.	Permanent Total Loss of speech	50%
11.	Permanent Total Loss of four Fingers and Thumb of either Hand	70%

Specific Conditions for Section 2 - In addition to the "*General Conditions Applicable to All Sections*"

1. The maximum amount payable under this Benefit within the Period of Insurance, regardless of the number of Events suffered, shall not exceed 100% of the Sum Insured as specified in the Policy Schedule.
2. This Benefit will automatically terminate when the Sum Insured as specified in the Policy Schedule is fully paid under this Policy.

Specific Definitions for Section 2 - In addition to the "*General Definitions Applicable to this Policy*"

1.1 **Finger(s)** means a digit of a Hand.

1.2 **Hand** means entire hand below the wrist, including the Fingers and Thumb.

1.3 **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

1.4 **Permanent** means a state that lasts for at least three hundred and sixty-five (365) consecutive days and at the expiry of that period is certified by a Doctor as being beyond hope of improvement and recovery, and will in all probability continue for the remainder of the Insured Person's natural life.

1.5 **Thumb** means the first digit of a Hand.

1.6 **Total Disablement** means the inability to continue from engaging in any business, profession, occupation or employment for the rest of the Insured Person's life.

1.7 **Total Loss** means

a) In the case of a Limb
   i) Permanent physical severance of the Limb; or
   ii) Permanent total and irrecoverable loss of use of the Limb.

b) In the case of a loss of a Thumb or Finger

   i) Loss by Permanent physical severance of the entire Thumb or Finger; or

ii) Permanent, total and irrecoverable loss of use of a complete Thumb or Finger.

c) In the case of loss of sight
i) Permanent, total and irrecoverable physical loss of one or both eyes; or
ii) Permanent, total and irrecoverable loss of the sight of one or both eyes.

d) In the case of loss of speech
Permanent, total and irrecoverable loss of speech resulting in the inability to articulate any three of the four sounds which contribute to a speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.

e) In the case of loss of hearing
Permanent, total and irrecoverable loss of hearing resulting in the inability of the Insured Person to hear sounds quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz when tested by a qualified audiologist.

SECTION 3 – HOSPITALISATION ALLOWANCE AND SURGICAL EXPENSES

(A) Daily Hospitalisation Allowance

If the Insured Person sustains an Injury or suffers an Illness (after the expiry of the Waiting Period in the case of Illness) that results in Hospitalisation during the Period of Insurance, We will pay up to the maximum Sum Insured as specified in the Policy Schedule for each day of Hospitalisation up to the Aggregate Period specified in the Policy Schedule for any one Accident or Illness diagnosed, or until Insured Person is discharged from the Hospital, whichever occurs first.

Specific Conditions for Section 3 (A) - In addition to the "*General Conditions Applicable to All Sections*"

1. We shall pay only one daily benefit limit specified in the Policy Schedule for each day of Hospitalisation, regardless of the number of injuries or illnesses suffered.
2. Any Hospitalisation of an Insured Person shall be evidenced by Insured Person's Hospital discharge summary, Hospital billing statement and related medical report(s).
3. Subsequent periods of Hospitalisation for the same Injury or Illness are considered to be part of the same claim, provided that the time between the end of the first Hospitalisation period and the subsequent Hospitalisation period or periods, does not exceed forty (40) consecutive days.

Specific Exclusions for Section 3 (A) - In addition to the "*General Exclusions Applicable to All Sections*"
We shall not pay under this Benefit for any claim arising from, resulting in or in connection with:

(a) cancer or heart disease;

(b) X-ray therapy, radium therapy, radium and isotopes; or

(c) subsequent Hospitalisation occurring forty (40) consecutive days or more from the prior period of Hospitalisation for the same Injury or Illness.

(B) Surgical Expenses

If the Insured Person sustains an Injury or suffers an Illness (after the expiry of the Waiting Period in the case of Illness) that results in their having to undergo a Surgery while Hospitalised during the Period of Insurance, We will reimburse You for the Medical Expenses incurred for such Surgery, including Doctor's fees, anaesthesia and operation theatre charges, up to the maximum Sum Insured as specified in the Policy Schedule for any one Accident or Illness diagnosed.

Specific Conditions for Section 3 (B) - In addition to the "*General Conditions Applicable to All Sections*"

1. Any Surgery undergone shall be evidenced by a Doctor's written recommendation, Insured Person's Hospital discharge summary, Hospital billing statement and/or related medical report(s).
2. We will not reimburse any Medical Expenses incurred more than one hundred and eighty (180) days from the date of Accident even if the maximum Sum Insured for this Benefit has yet to be exhausted.

Specific Exclusions for Section 3 (B) - In addition to the "*General Exclusions Applicable to All Sections*"
We shall not pay under this Benefit for any claim arising from, resulting in or in connection with:

(a) any Surgery for cancer or heart disease;

(b) X-ray therapy, radium therapy, radium and isotopes; or

(c) any surgical appliances expenses claimed under Section 1 "*Employee's Compensation*"" of this Policy.

SECTION 4 – POST HOSPITALISATION EXPENSES
If the Insured Person sustains an Injury or suffers an Illness (after the expiry of the Waiting Period in the case of Illness) resulting in their Hospitalisation for a minimum of three (3) consecutive days, We will reimburse up to the maximum Sum Insured as specified in the Policy Schedule for any Medical Expenses incurred for follow-up Outpatient visits during the Period of Insurance relating to and as a result of any medical treatment received or Surgery performed within sixty (60) consecutive days immediately after the Insured Person's discharge from the Hospital or such Surgery, whichever is later, provided that a valid claim is payable under Section 3 *"Hospitalisation Allowance and Surgical Expenses*" of this Policy.

Specific Exclusions for Section 4 - In addition to the "*General Exclusions Applicable to All Sections*"
We will not pay under this Benefit for any claims arising from, resulting in or in connection with:

1. Any cancer or heart disease.

SECTION 5 – REPATRIATION EXPENSES
If the Insured Person sustains an Injury or suffers an Illness (after the expiry of the Waiting Period in the case of Illness) directly resulting in:

(a) being certified by a Doctor to be Medically Unfit to continue performing their duties with You until the end of the Insured Person's employment with You, We shall, reimburse up to the maximum Sum Insured as specified in the Policy Schedule for any transportation expenses reasonably incurred for a one-way economy class flight ticket to the Insured Person's home country and the cost of transportation to and from the airport for the Insured Person; or

(b) the Insured Person's death, We will reimburse up to the maximum Sum Insured as specified in the Policy Schedule the Insured Person's post-mortem treatment, and repatriation of the Insured Person's mortal remains to their home country.

Specific Exclusions for Section 5 - In addition to the "*General Exclusions Applicable to All Sections*"
We shall not pay under this Benefit for any claim arising from, resulting in or in connection with:

1. Any cancer or heart disease.

SECTION 6 – CLINICAL EXPENSES
If the Insured Person sustains an Injury or suffers an Illness (after the expiry of the Waiting Period in the case of Illness), We will reimburse any Outpatient Medical Expenses incurred to treat such Injury or Illness during the Period of Insurance, up to the daily Sum Insured and up to the maximum Sum Insured as specified in the Policy Schedule, subject to sub-limits in respect of:

1) Treatment performed by a Physiotherapist or Chiropractor:
We will only reimburse the cost of physiotherapy or chiropractic treatments if the treatment is deemed Medically Necessary by a Doctor and Insured Person has a written medical referral from the Doctor to the Physiotherapist or Chiropractor. We will reimburse up to the amount per visit and up to a maximum Sum Insured as stated in the Policy Schedule.

2) Chinese medical treatment performed by a Chinese Medicine Practitioner:
We will reimburse up to the amount per visit and up to the maximum Sum Insured for such Chinese medical treatment as stated in the Policy Schedule.

Specific Exclusions for Section 6 - In addition to the "*General Exclusions Applicable to All Sections*"

We shall not pay under this Benefit for any claim arising from, resulting in or in connection with:

(a) any type of dental care or dental check-ups;

(b) rest cure or physical check-ups;

(c) vaccinations, immunization, injections or preventive medication; or

(d) any X-ray, laboratory or any diagnostic test(s), ultra-sound, C.T. or any diagnostic scans.

SECTION 7 – DENTAL EXPENSES

If the Insured Person undergoes oral surgery, treatment of oral abscesses, dental X-rays, tooth extractions or fillings during the Period of Insurance, as a direct result of contracting a dental disease (after the expiry of the Waiting Period), We will reimburse up to two-thirds of the necessary and reasonable dental expenses incurred during the Period of Insurance for each dental visit or up to a maximum Sum Insured as specified in the Policy Schedule, whichever is lower.

This Benefit is payable only in respect of dental treatments provided by a Dentist, and after supporting documents, including the attending Dentist's reports and referral letters (where applicable), are provided to Us along with original dental expenses bills or receipts.

Specific Exclusions for Section 7 - In addition to the "*General Exclusions Applicable to All Sections*"

We shall not pay under this Benefit for any claim arising from, resulting in or in connection with:

(a) routine dental treatment or consultation, scaling, polishing or cleaning;

(b) dental treatment to unsound or unnatural teeth;

(c) installation of dental braces or retainers;

(d) costs incurred for dentures and prosthetic services such as bridges and crowns; or

(e) dental expenses incurred outside of Macau.

SECTION 8 – FIDELITY PROTECTION

If the Insured Person commits and is found guilty of any fraudulent, dishonest or criminal act whilst residing with You and during their employment with You, We will reimburse Your financial loss directly resulting from the Insured Person's fraudulent, dishonest or criminal act, up to the maximum Sum Insured as specified in the Policy Schedule, provided that such act must be discovered by You:

(i) within fifteen (15) days of discovering the loss; or

(ii) within fifteen (15) days after the death or dismissal of the Insured Person or the expiry of Insured Person's employment contract, whichever is earlier;

during the Period of Insurance and reported to the police within twenty-four (24) hours upon such discovery, where the said police report must be submitted to Us.

This Benefit is not payable for any amount You recover from the Insured Person.

Specific Conditions for Section 8 - In addition to the "*General Conditions Applicable to All Sections*"

1. You must provide proof to Us at Your own cost of Your financial loss directly resulting from the fraudulent, dishonest or criminal act committed by the Insured Person.

2. The amount of any outstanding salary or payment due by You to the Insured Person shall be deducted from any amount payable under this Benefit.

SECTION 9 - DOMESTIC HELPER LIABILITY

If the Insured Person becomes legally liable in Macau to pay damages arising from a claim made by a third party (other than You, any Family Member, or Household Member) against the Insured Person in respect of:

(a) Injury or Accidental death caused to that third party; or

(b) Accidental Property Damage suffered by that third party,

where such liability arises from their negligence in the course of or whilst performing their duties, in Macau and during the Period of Insurance, We will reimburse the amount that the Insured Person is held legally liable for/to the third party, up to the maximum Sum Insured shown in the Policy Schedule.

Specific Definitions for Section 9 - In addition to the "*General Definitions Applicable to this Policy*"

Property Damage means any physical damage to, destruction of, or loss of use of tangible property belonging to a third party (other than You, any Family Member, or Household Member).

Professional Capacity means a person's key skills, expertise, knowledge, certification, experience or involvement in a particular service or profession where such person would or could earn income or remuneration, such as healthcare or nursing qualification or cerification.

Specific Conditions for Section 9 - In addition to the "*General Conditions Applicable to All Sections*"

1) Neither You, the Insured Person nor anyone on whose behalf should admit liability, or make any offer, promise or payment without Our written consent, otherwise, We shall not indemnify or pay compensation under this Policy.

2) We will, if We consider it necessary, take over and conduct the defence or settlement of any claim against the Insured Person and for that purpose may use the Insured Person's name. We may conduct the defence however We see fit. In the course of conducting the defence, We may also pursue, at Our own expense and for Our own benefit, any claim against the other person(s).

3) You and the Insured Person shall give Us notice in writing immediately when You become aware of any incident or matter which may give rise to a claim under this Benefit. You and the Insured Person must give Us full assistance in defending or prosecuting any claim and agree to provide Us with any needed information and documents available.

4) The maximum Sum Insured We will reimburse is as shown in the Policy Schedule and is the highest limit of Our liability for an individual insurance event, even if it results in more than one Injury or Accidental Property Damage to more than one third party.

Specific Exclusions for Section 9 - In addition to the "*General Exclusions Applicable to All Sections*"

We shall not be liable to pay under this Benefit any loss arising from, resulting in or in connection with:

a) Any admission, offer, promise, payment made or given by You and/or the Insured Person or on whose behalf without Our written consent;

b) Injury or Accidental Property Damage claims arising outside of the Insured Person's employment with You;

c) Any mechanically or electrically propelled vehicle, aircraft, hovercraft or watercraft;

d) Accidental Property Damage to property belonging to, held in trust by, or in the custody of or control by You or the Insured Person or any Household Member;

e) Liability assumed by You or the Insured Person under express term of an agreement unless such liability would have attached in the absence of the express term of such agreement;

f) Liability for which payment should be more specifically claimed under any other insurance policy in Your name or by the Insured Person;

g) Any claim where the Insured Person is suffering from a psychological condition or which results from the influence of or is affected by drugs (other than drugs taken under and at the direction of a Doctor) or alcohol;

h) Any claim resulting from or as a consequence of the Insured Person having transmitted a disease to another person via infection or otherwise;

i) Accidental Property Damage to property owned by or in control of the Insured Person or any Household Member or, loss or damage caused by the Insured Person's or Your domestic animals;

j) Any claim for exemplary, punitive or aggravated damages;

k) Judgements which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within Macau;

l) Any claim which was due to the Insured Person's deliberate, malicious, unlawful or criminal act or failure to act;

m) Advice, design, specification given or provided by an Insured Person in their Professional Capacity or any breach of duty owed by the Insured Person in a Professional Capacity.

SECTION 10 – REPLACEMENT HIRE EXPENSES
We will reimburse You up to the maximum Sum Insured as specified in the Policy Schedule for any agency fees incurred by You when hiring a replacement foreign domestic helper provided that a valid claim is payable under Section 5 "*Repatriation Expenses*" or Section 9 "*Fidelity Protection*".

Specific Conditions for Section 10 - In addition to the "*General Conditions Applicable to All Sections*"

This Benefit is payable only if:

(a) You hire a replacement foreign domestic helper in place of the Insured Person within thirty (30) days from the date of termination of Insured Person's employment contract; and

(b) legally licensed employment agencies are used for replacing Your foreign domestic helper.

SECTION 11 – TEMPORARY HELPER SUBSIDY
If the Insured Person is Hospitalised for more than twenty-four (24) consecutive hours due to an Injury or Illness (after the expiry of the Waiting Period in the case of Illness) and the Doctor certifies them to be temporarily Medically Unfit to continue performing their duties with You during the Period of Insurance and prescribes medical leave evidenced by a written medical certificate, We will reimburse You up to the maximum Sum Insured per day as specified in the Policy Schedule for employing a temporary domestic helper for each day of the prescribed medical leave for the Insured Person, up to the end of the prescribed medical leave as specified in the medical certificate or up to the maximum Sum Insured as specified in the Policy Schedule, whichever occurs earlier.

Specific Conditions for Section 11 - In addition to the "*General Conditions Applicable to All Sections*"

This Benefit is payable only after supporting documents are provided to Us as We may reasonably require, such as relevant bills or receipts, attending Doctor's reports, medical certificates and referral letters (where applicable).

SECTION 12 – MEDICAL EXPENSES FOR FAMILY MEMBER
We will reimburse You any Medical Expenses incurred when any Family Member ordinarily residing with You sustains an Injury caused by the Insured Person's intentional malicious act during the Period of Insurance, up to the maximum Sum Insured as specified in the Policy Schedule, provided that the incident is reported to the Macau Police within twenty-four (24) hours and a medical assessment report by a Doctor is issued certifying such Injury is submitted to Us.

We will not reimburse any Medical Expenses incurred more than one hundred and eighty (180) days from the date of Accident even if the maximum Sum Insured for this Benefit has yet to be exhausted.

SECTION 13 – LOCK REPLACEMENT
We will reimburse You the necessary and reasonable expenses incurred for the replacement and installation of Your Residence's main door or gate lock up to the maximum Sum Insured as specified in the Policy Schedule, following the termination of Insured Person's employment contract with You, provided that a valid claim is payable under Section 9 "*Fidelity Protection*".

Specific Conditions for Section 13 - In addition to the "*General Conditions Applicable to All Sections*"

1. This Benefit is payable provided that such replacement and installation of the Residence's lock must be undertaken within seven (7) days after the termination of Insured Person's employment contract.

SECTION 14 – EXTENSION OF SECTION 3 AND 5 DUE TO MAJOR CANCER AND HEART DISEASE (OPTIONAL BENEFIT ADD-ON)
This Benefit is claimable only if it has been selected for coverage and specified in the applicable Policy Schedule for the Insured Person.

This Policy is extended to pay the following Benefit Sections if the Insured Person is Diagnosed by a Consultant to be suffering from either Major Cancer or Heart Disease (after the expiry of the Waiting Period), during the Period of Insurance, subject to the Policy Terms, Sum Insured and sub-limits applicable to each of the below-mentioned Benefit Sections, up to the maximum Sum Insured as specified in the Policy Schedule:

(A) Section 3 (A) – "Daily Hospitalisation Allowance"

(B) Section 3 (B) – "Surgical Expenses"

(C) Section 5 – "Repatriation Expenses"

In the event that any Specific Conditions and Specific Exclusion under this Policy is inconsistent with this Section 14 (if applicable), this Section 14 shall prevail insofar as the inconsistency is concerned.

Specific Conditions for Section 14 - In addition to the "*General Conditions Applicable to All Sections*"

1. This Benefit is only payable if:

   a) the Diagnosis of the Major Cancer or Heart Disease occurs or manifests itself as a first incidence after ninety (90) days from the Policy Effective Date; and

   b) the signs or symptoms of such Major Cancer or Heart Disease first manifests itself after ninety (90) days from the Policy Effective Date.

2. We have the right to confirm all Diagnosis made by a Consultant with Our own consultant medical adviser. Such Diagnosis must be supported by Our own consultant medical adviser who may base their opinion on the medical evidence which the claimant submitted and/or any additional evidence that they may require. In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, We will have the right to call for the Insured Person's examination, or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by Us and the opinion of such expert as to such Diagnosis shall be binding on both the Insured Person and Us.

Specific Exclusions for Section 14 - In addition to the "*General Exclusions Applicable to All Sections*"

The Company shall not pay under this Benefit any claim arising from, resulting in or in connection with any cancer or heart disease diagnosed prior to the Policy Effective Date in the same body or organ site as the Diagnosed Major Cancer or Heart Disease or which subsequently metastasised into the Diagnosed Major Cancer.

Specific Definitions for Section 14 - In addition to the "*General Definitions Applicable to this Policy*"

1. **Major Cancer** means a malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells with invasion and destruction of normal tissue. The term Major Cancer includes, but is not limited to, leukemia, lymphoma and sarcoma.

   Major Cancer diagnosed on the basis of finding tumour cells and/or tumour-associated molecules in blood, saliva, faeces, urine or any other bodily fluid in the absence of further definitive and clinically verifiable evidence does not meet the above definition.

   For the above definition, the following are excluded:

- All tumours which are histologically classified as any of the following:
  i. Pre-malignant;
  ii. Non-invasive;
  iii. Carcinoma-in-situ (Tis) or Ta;
  iv. Having borderline malignancy;
  v. Having any degree of malignant potential;
  vi. Having suspicious malignancy;
  vii. Neoplasm of uncertain or unknown behaviour; or
  viii. All grades of dysplasia, squamous intraepithelial lesions (HSIL and LSIL) and intra epithelial neoplasia;
- Any non-melanoma skin carcinoma, skin confined primary cutaneous lymphoma and dermatofibrosarcoma protuberans unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All prostate cancers histologically described as T1N0M0 (TNM Classification) or below; or prostate cancers of another equivalent or lesser classification;
- All thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- All neuroendocrine tumours histologically classified as T1N0M0 (TNM Classification) or below;
- All tumours of the urinary bladder histologically classified as T1N0M0 (TNM Classification) or below;
- All gastro-intestinal stromal tumours histologically classified as Stage I or IA according to the latest edition of the AJCC Cancer Staging Manual, or below;
- Chronic lymphocytic leukaemia less than RAI Stage 3;
- All bone marrow malignancies which do not require recurrent blood transfusions, chemotherapy, targeted cancer therapies, bone marrow transplant, haematopoietic stem cell transplant or other major interventionist treatment; and
- All tumours in the presence of HIV infection.

For the above definition:
AJCC means the American Joint Committee on Cancer (AJCC) which is an organization best known for defining and popularizing cancer staging standards, officially the AJCC staging system.
TNM Classification means a cancer stage classification system to determine and describe the extent of disease progression in cancer patients. It utilizes in part the TNM scoring system: tumor size, lymph Nodes affected, metastases. TNM classification is based on the AJCC's staging system.

2. **Carcinoma In Situ** means the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The Diagnosis of the Carcinoma In Situ must always be supported by a histopathological report. Furthermore, the Diagnosis of Carcinoma In Situ must always be positively Diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. A clinical Diagnosis would not suffice.

   The following conditions are specifically excluded from coverage:

   (a) Cervical Dysplasia, CIN-1, CIN-2 and CIN-3 and low grade & high grade squamous epithelial lesions.

   (b) Prostatic Intraepithelial Neoplasia (PIN).

   (c) Vulvar Intraepithelial Neoplasia (VIN).

   (d) All tumours in the presence of Human Immunodeficiency Virus (HIV) infection

3. **Consultant** means a Doctor who:
   (a) specializes in an area of medicine appropriate to the cause of the claim;
   (b) is contracted to practice or is employed at a Hospital and
   (c) is treating the Insured Person for their condition.

   The Company has the right to confirm all Diagnosis made by a Consultant with the Company's consultant medical adviser. The attending Consultant must not be You, or Your business partner, employer, employee, agent, or Family Member.

4. **Diagnosed/Diagnosis** means the definitive diagnosis of a Critical Illness on the Insured Person made by a Consultant based upon such specific evidence, as referred to in the definition of the particular Critical Illness

concerned, or in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to the Company. Such Diagnosis must be supported by the Company's consultant medical adviser who may base their opinion on the medical evidence which the claimant submitted and/or any additional evidence that they may require. In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, the Company will have the right to call for the Insured Person's examination, or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert as to such Diagnosis shall be binding on both the Insured Person and the Company.

5. **Heart Disease** means one of the following 3 conditions:

(a) Heart Attack of Specified Severity
Death of heart muscle due to ischaemia, that is evident by at least three of the following criteria proving the occurrence of a new heart attack:

- History of typical chest pain;
- New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block;
- Elevation of the cardiac biomarkers, inclusive of CKMB above the generally accepted normal laboratory levels or Cardiac Troponin T or I at 0.5ng/ml and above;

Imaging evidence of new loss of viable myocardium or new regional wall motion abnormality. The imaging must be done by Cardiologist specified by the Company.

For the above definition, the following are excluded:

- Angina;
- Heart attack of indeterminate age; and
- A rise in cardiac biomarkers or Troponin T or I following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

Explanatory note: 0.5ng/ml = 0.5ug/L = 500pg/ml

(b) Coronary Artery By-pass Surgery
The actual undergoing of open-chest surgery or Minimally Invasive Direct Coronary Artery Bypass surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered Medically Necessary by a consultant cardiologist.

Angioplasty and all other intra-arterial, catheter-based techniques, 'keyhole' or laser procedures are excluded.

(c) Angioplasty & Other Invasive Treatment for Coronary Artery
The actual undergoing of balloon angioplasty or similar intra-arterial catheter procedure to correct a narrowing of minimum 60% stenosis, of one or more major coronary arteries as shown by angiographic evidence. The revascularisation must be considered Medically Necessary by a consultant cardiologist. Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.

Diagnostic angiography is excluded.

PART 3 - GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS (excluding Part 2 – Benefits, Section 1 – Employees' Compensation (Uniform Terms of the Policy))

We shall not pay, indemnify or otherwise be liable under this Policy in respect of any claim or loss arising from, resulting in or in connection with:

1 Any War, Civil War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), Insurrection, Rebellion or Revolution.

2 Illness that is first diagnosed prior to or within the Waiting Period.

3 any Insured Person who is Your Family Member.

4 any engagement or participation by You or the Insured Person in a Strike, riot or civil commotion.

5 a Pre-existing Condition or congenital condition.

6 any pregnancy, childbirth, miscarriage, abortion, sterilization, menopause, or any complication arising from any of these conditions.

7 the Insured Person being under the influence of alcohol or drugs, unless the drug was prescribed or administered by a Doctor and taken in accordance with the directions of a Doctor.

8 any sexually transmitted diseases, 'Acquired Immunodeficiency Syndrome' (AIDS), AIDS-related complex or, any infection by 'Human Immunodeficiency Virus' (HIV) or any type of venereal disease.

9 cosmetic surgery, plastic surgery, or elective surgery or treatment, unless necessitated by an Injury caused by an Accident.

10 any expenses incurred for:

(a) routine health checks, routine dental treatment or consultation or any dental treatment due to normal wear and tear or the normal maintenance of dental health or lack thereof;

(b) diagnostic tests or examinations, x-rays, CT/MRI/ultra-sound scans where there is no objective indication of impairment of normal health;

(c) treatment or investigation of a preventive nature or vaccinations;

(d) treatment or investigation which is not Medically Necessary, or convalescence, custodial or rest cure;

(e) receiving treatment not incidental to the treatment or diagnosis of an Injury or Illness;

(f) treating an Injury or Illness for which such treatments are provided free or for which payment is not required;

(g) weight reduction or gain; or

(h) use of non-prescribed drug or drugs which cannot be legally obtained from a pharmacy or pharmacy dispensed drugs taken against the instruction from the Doctor or manufacturer.

11 the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

12 nuclear reaction, nuclear radiation or radioactive contamination.

13 the Insured Person not taking all reasonable efforts to safeguard their property or to avoid Injury or minimize any claim under this Policy.

14 the Insured Person engaging, practising, training or participating in:

(a) any professional sports or any sports in which the Insured Person would or could earn or receive remuneration, donation, sponsorship or financial reward of any kind from engaging in such sport;

(b) racing other than on foot, stunts, reliability trials and speed or duration testing, or any training or practising in relation to these activities;

(c) any aerial activity including but not limited to parachuting, BASE jumping, sky diving or travel in any other air supported device, except as a fare paying passenger in any properly licensed private and/or commercial aircraft having a current and valid air worthiness certificate issued by the appropriate authority

of the country of its registry;

(d) any extreme sports or activity that presents a high level of inherent danger (i.e., involving exceptional speed and height, high level of expertise, exceptional physical exertion or highly specialised gear) or of personal risk. This shall include but not be limited to:

1. mountaineering or any activities involving climbing harnesses, belay or rappel devices, ropes or guides;
2. activities or trekking above 3,000 metres;
3. big wave surfing;
4. extreme winter sports and activities, including luging, bobsleighing, ski or snow board jumping or stunts;
5. bicycle, motor, air or sea craft speed trials or stunts;
6. canoeing/kayaking and white and black water rafting in grade 4 or higher rapids;
7. cliff jumping or aerobatics;
8. hunting, caving or pot holing excursions;
9. underwater activities which ordinarily require the use of artificial breathing apparatus except recreational scuba diving whereby:
   a. the Insured Person dives no deeper than 30 meters under the supervision of a qualified diving instructor; or
   b. the Insured Person holds a PADI certification (or equivalent qualification) and dives with a buddy who holds a PADI certification (or equivalent qualification).

It does not include usual tourist activities that are accessible by the general public without restriction (other than height or general health or fitness warnings) and conducted under the supervision of qualified licensed personnel of a registered tour operator.

15 the Insured Person committing or attempting to commit any:

(a) criminal, illegal wilful, malicious, fraudulent or dishonest act, or,

(b) any violation of any law or regulation.

16 any deliberate provocation of by the Insured Person against another person that results in an Injury.

17 the Insured Person's suicide or attempted suicide or intentional self-inflicted injury whether sane or insane or from deliberate or reckless exposure to danger.

18 the existence of a state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence directly or indirectly of any of the said occurrences except to the extent that You shall prove that such loss, damage or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.

PART 4 - GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS (excluding Part 2 – Benefits, Section 1 – Employees' Compensation (Uniform Terms of the Policy))

1 Due Observance

The obligation of due observance and fulfilment of the Policy Terms shall be on You and the Insured Person, in so far as it relates to anything to be done or not to be done or to be complied with and the information provided to Us being truthful shall be conditions precedent to any liability of the Company to make any payment under this Policy.

2 Misrepresentation / Fraud

If You or the Insured Person make any claim or declaration or statement under this Policy which is untrue, inaccurate, misrepresented or omitted thereby affecting the risks covered by this Policy or if any claim made is in any respect fraudulent or exaggerated, or linked to any fraudulent activity or suspected fraudulent activity, then We shall have no liability in respect of such a claim and We reserve the right to cancel Your Policy with immediate effect with no premium refund.

3 Duty of Disclosure

3.1 The Proposal and Declaration form the basis of this Policy. We are entitled to avoid this Policy from inception if, in the Proposal and Declaration or otherwise, You make any representation, statement or declaration which is untrue, inaccurate or misrepresented, or if any relevant representation, statement or declaration is omitted.

3.2 You shall promptly inform Us of: (i) any changes in respect of any information that You have given Us including but not limited to Your corresponding address, and any change in the identity of the Insured Person; and (ii) any other facts which You know or ought to know and which may affect Our decision whether to continue to insure You and/or the Insured Person, or to insure You and/or the Insured Person on the relevant Policy Terms. Such information may result in additional premium being payable by You and/or amendments to the Policy Terms. If such information is not disclosed to Us or if there is any fraud, misstatement, misrepresentation or concealment in respect of such information, We shall be entitled to reject Your claims, cancel this Policy and/or avoid this Policy from inception.

4 Entire Contract

This entire contract consists of the Proposal and Declarations, this policy wording, the applicable Policy Schedule, and any other documents We may issue to You or the Insured Person (e.g. Endorsements) which shall be read together as one contract. No change of provisions will be valid unless approved by Us and such approval is endorsed thereon.

5 Communication

Every notice or communication to be given or made by You under this Policy shall be delivered in writing to Us at the postal address which can be found in Our website at www.aig.com.mo, or email to Us at enquiry.mo@aig.com.

We will give notice or communication to You by post to Your last known address, or by email at Your last known email address, and/or by SMS message at Your last known mobile number.

6 Claims Procedure

In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall as soon as possible give notice thereof to Us and in any event no later than thirthy (30) days after the occurrence of any event which may give rise to a claim, with full particulars on a form specified by Us (which may be submitted to Us physically, online or by electronic format) together with supporting documents to prove Your loss . You must at any time upon Our request, submit any other documents in support of the claim as soon as possible and in any event within sixty (60) days after Your receipt of Our notice of such requirement.

7 Proof of Loss

(a) As part of Our claims assessment process, We may thereafter require further documents, information and cooperation from You, including but not limited to:

i. provision of all medical reports, certificates, information and evidence. We will only accept medical certificates or reports issued by a Doctor (excluding any Chinese Medicine Practitioner);

ii. submission to medical examination by Doctors appointed by Us. In the event of any conflict of opinion between Our Doctor and Your Doctor, the opinion of Our Doctor will prevail and be binding;

iii. in the event of the Insured Person's death, a post-mortem examination at Our expense – in respect of which You will give Us notice, where practicable, before internment or cremation of the Insured Person, stating the name and place of any inquest appointed.

(b) All certificates, information and evidence reasonably required by Us shall be furnished at Your expense.

8 Burden of Proof

If We assert that by reason of any Policy Terms any claim or loss is not covered, the burden of proving the contrary shall be on You.

9 Claims Admittance

In no case shall We be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the insured event giving rise to a claim, unless the claim has been admitted or is the subject of a pending legal action or arbitration against Us.

10 Reasonable Precautions

You and/or the Insured Person must take all reasonable precautions to prevent or reduce or remove any risk of loss or damage or liability arising from the subject matter of insurance under this Policy.

11 Prosecution / Legal Proceedings

You shall give the Company notice in writing immediately when You become aware of any intention to prosecute You, any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter, claim with summons, and process shall be forwarded to the Company, unanswered, immediately on receipt. No admission, offer, promise or payment shall be made by You without Our prior written consent.

12 Subrogation

We shall be entitled, if We so desire, to take over and conduct in Your name the defence of any claim or prosecution or to take legal actions in Your and/or the Insured Person's name for Our benefit to claim for indemnity, damages or otherwise against any third party and We shall have full discretion in the conduct of such legal actions and proceedings including any settlement of the same.

You and/or the Insured Person shall promptly provide Us all information and assistance We may reasonably require in respect of such recovery and/or prosecution and shall not engage in any conduct that may prejudice such recovery and/or prosecution.

We shall not be liable for any admission, offer, promise or payment made by You or the Insured Person without Our prior written consent.

13 Premium

a. You agree and acknowledge that the premium due must be paid and actually received in full by Us no later than seven (7) days from the Inception Policy Effective Date or Renewal Date (as applicable), failing which We are entitled to cancel this Policy. The effect of cancellation is that this Policy will be cancelled from the Policy Effective Date or Renewal Date (as applicable). In such situation, no benefits whatsoever will be payable by Us as cover never attached. Any payment received thereafter shall not affect the cancellation of this Policy.

b. If payment of full premium is to be made by credit card or autopay, the submission to Us of a complete and properly signed Direct Debit Authorisation form (or such other form as may be required by the card centre, bank or Us) to Us on or before the Policy Effective Date or Renewal Date (as applicable) will be deemed to be payment received by Us, subject to paragraph (c) below.

c. In the event of any rejection by the card centre or bank of the Direct Debit Authorization Form (or such other form as referred to in paragraph (b) above or any inability by Us to obtain payment of the premium by credit card or autopay deduction due to any reason, We will allow a second attempt for the charge and deduction of the outstanding premiums from the relevant card centre or bank. Should the second attempt fail for any reason, this Policy will be deemed to be cancelled immediately effective from the day of the

month when premium was due and unpaid and no benefits whatsoever will be payable by Us as cover never attached. Any payment received thereafter shall not affect the cancellation of this Policy.

14 **Reinstatement**

If We cancel this Policy due to non-payment of premium, We may allow this Policy to be reinstated if You provide Us with a satisfactory written application for reinstatement within sixty (60) days from the due date of payment and subject to Our approval. Benefits will not, however, be payable for any event likely to give rise to a claim or loss under this Policy which occurs while this Policy has lapsed. Any Pre-existing Conditions shall include all such conditions existing prior to the reinstatement date.

15 **Cancellation**

a. This Policy may be cancelled at Your request at any time by giving Us at least seven (7) days' prior notice. Provided that no claim has been made during the current Period of Insurance, We will return a proportionate part of the premium in accordance with the refund scale set out below, subject to the Company retaining a minimum amount of MOP300 from the premium paid:

Period covered before cancellation	**Percentage of premium refund**	
	12-month Policy	**24-month Policy**
Up to 4 months	50%	70%
Up to 6 months	30%	60%
Up to 8 months	No refund	50%
Up to 10 months	No refund	40%
Up to 12 months	No refund	30%
Up to 16 months	Not Applicable	15%
Exceeding 16 months	Not Applicable	No refund

Notwithstanding anything stated to the contrary, in the event that any claim has arisen under this Policy prior to the date of cancellation, no refund of premium shall be made by the Company.

b. We may cancel this Policy by giving no less than seven (7) days' prior written notice to You (a) at Your last known address by post and/or (b) by electronic means (such as email at Your last known email address or SMS message at Your last known mobile number) without an obligation to disclose Our reasons for such cancellation. After this Policy is cancelled by Us, We will refund to You the unearned portion of premium on a pro-rata basis.

16 **Policy Change(s)**

Notwithstanding anything to the contrary, We reserve the right to revise or adjust the premium rates, benefits or terms and conditions of this Policy at Our absolute discretion, by giving thirty (30) days' prior written notice to You (a) at Your last known address by post and/or (b) by electronic means (such as email at Your last known email address or SMS message at Your last known mobile number).

17 **Renewal**

a. This Policy will be renewed automatically upon payment of the due premium received by Us unless this Policy is, at Our absolute discretion, cancelled in accordance with the clause titled "*Cancellation*" under this Part 4 or is not renewed by Us on giving no less than seven (7) days' prior written notice to You. If this Policy is renewed, the next Period of Insurance shall be: (i) one (1) year for a 1-year policy; or (ii) two (2) years for a 2-year policy from the Inception Date or last Renewal Date (as applicable).

b. Subject to paragraph (a) above, renewal may be allowed up to the Insured Person's age of 64 years old (those aged sixty-one (61) and above will be subject to additional loading of premiums). The insurance for the Insured Person who reaches the age of 65 years old at the Renewal Date will be automatically cancelled upon such Renewal Date.

18 **Plan down grade or upgrade and addition or deletion of optional cover**

If You give notice to Us to propose changing the plan type or addition/deletion of the optional cover (if applicable) of this Policy, subject to Our discretion to approve or reject, such change becomes effective on the date approved by Us. The additional or refund premium, if any, shall be calculated at Our discretion.

19 **Age Limit and Eligibility**
The insurance afforded under this Policy shall apply only if the Insured Person: (i) is aged between eighteen (18) and sixty-four (64) (those aged sixty-one (61) and above will be subject to additional loading of premiums) on the Policy Effective Date; and (ii) is not a Family Member.

20 **Governing Law**
This Policy is subject to the exclusive jurisdiction of Macau and is construed according to the laws of Macau.

21 **Arbitration**
Any dispute, controversy or difference arising out of or relating to this Policy which cannot be resolved by negotiation between the parties within thirty (30) days of either party having given notice to the other party of such dispute, controversy or difference, such dispute, controversy or difference shall be referred to and finally resolved by arbitration seated in Macau, administered by the World Trade Center Macau Arbitration Center (**"WTCMAC"**) under the Macau Arbitration Law (Law No. 19/2019) in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Macau law. The number of arbitrators shall be one (1). If the parties fail to agree on the choice of an arbitrator, the Chairperson of WTCMAC shall appoint one. The arbitration proceedings shall be conducted in Chinese / English as the parties may agree.

22 **Waiver of Your Rights**
If You fail to refer any dispute, controversy or difference to arbitration within twelve (12) months from the expiry of the negotiation period specified at the clause titled "*Arbitration*" under this Part 4, You shall be deemed to have accepted Our position in respect of the dispute, controversy or difference and to have waived all Your rights or claims with respect to the same.

23 **Exclusion of Third Party Rights**
Unless expressly provided to the contrary by law or under this Policy, any person who is not a party to this Policy will have no rights to enforce any term of this Policy.

24 **Geographical Coverage**
The coverage under this Policy is for within Macau, unless otherwise stated.

25 **Exceptions to Indemnity**
Notwithstanding anything to the contrary in this Policy, We shall not be liable to indemnify You or the Insured Person for their legal liability to pay: (i) compensation and/or damages in respect of judgments that are not, in the first instance, delivered by or obtained from a court of competent jurisdiction of Macau; or (ii) any claimant's costs and expenses of litigation which are not incurred in and recoverable in Macau.

26 **Duplication of Cover and Other Insurance Cover**

26.1 Other insurance with Us

(i) If You make a claim for indemnity under this Policy, and have more than one policy with Us which is the same product and provides the same cover, We will consider You to be insured under the policy which provides the highest benefit level.

(ii) If, however, the other policy(ies) with Us provides the same or similar cover in terms of reimbursement of costs, expenses or third party liability payments but are not identical products, Our liability to indemnify You and/or the Insured Person will be distributed proportionately between Your policies with Us based on the proportion of the cover limit.

26.2 Other insurance with other insurers or other indemnities
In the event You or the Insured Person, as applicable, also receives reimbursement in whole or in part for such expenses from any insurance or other source(s), We will be liable only for the amount in respect of any excess of that amount payable by other insurers or recoverable from such other source(s), up to the maximum Sum Insured specified in the Policy Schedule. This condition is only applicable to Benefits whereby payment is on a reimbursement basis.

27 **Discharge of Our Liability**
We may, at Our sole discretion, pay You, the Insured Person or to a representative on behalf of You or the Insured Person pursuant to a claim under this Policy, the full amount of Our liability (after deduction of any sums

already paid) or any lesser amount for which such claim can be settled. Our payment of such amount shall be deemed payment in full of Our liability which fully discharges Our liability for that loss under this Policy in respect of such claim, following which We shall: (i) relinquish the conduct of any defence, settlement or proceedings relating to such claim; and (ii) not be liable or responsible for any compensation, damages or costs in respect of which You are legally liable, or for any costs or expenses whatsoever incurred by You, in respect of such claim.

In the event of any successful claim or demand made by any person or entity as beneficiaries in respect of which We have already made payment to You or the Insured Person, You or the Insured Person shall indemnify Us in full.

28 **Sanctions Exclusion**

The Company will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

29 **Data Privacy**

Based on the Declaration You have provided, You and the Insured Person agree that:

(a) the personal data collected during the application process or administration of this Policy may be used by Us for the purposes stated in Our Data Privacy Policy (which can be found at https://www.aig.com.mo/privacy-policy). These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation and any related purposes).

(b) We may transfer the personal data to the following classes of persons (whether based in Macau or overseas) for the purpose identified at (a) above:

(i) third parties providing services related to the administration of this Policy, including reinsurers;

(ii) financial institutions for the purpose of processing this Policy and obtaining Policy payments;

(iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;

(iv) any member of the AIG group in Macau or elsewhere; or

(v) other parties referred to in Our Data Privacy Policy (which can be found at https://www.aig.com.mo/privacy-policy and may be amended by Us at our sole discretion from time to time) for the purposes stated therein.

(c) Based on the above, We may use Your and the Insured Person's contact details (name, address, phone number and email address) to contact and/or send direct marketing communications about insurance products and services provided by any member of the AIG group in Macau or elsewhere.

30 **Miscellaneous**

30.1 No assignment of interest under this Policy shall bind Us unless Our prior written consent is obtained and endorsed thereon.

30.2 All benefits payable under this Policy will be in Macau Patacas. Where losses are incurred in a foreign currency, any indemnity payable by Us will be made in Macau Patacas based on the prevailing currency exchange rate as determined by Us.

30.3 If any portion of this Policy (including any part of any Policy Term) is found to be invalid or unenforceable, the remainder will remain valid, in full force and effect.