

AccidentSuance^{New}

The Policy

Please read this policy carefully



Your right to change your mind

We trust that this policy will meet your needs, however, if you are not completely satisfied then please return the policy to us within 15 days. We will cancel this plan and refund any premium you have paid. Otherwise, we will assume you have accepted this plan subject to its terms and conditions.

Your right to cancel the policy is based on the following conditions:

- Your request to cancel must be signed by you and received directly by any HSBC branch or by QBE Hongkong & Shanghai Insurance Limited – Macau Branch within 15 days of receipt of your policy.
- No Refund can be made if a claim has already been paid.

Should you have any queries or need further explanation, you may contact QBE Insurance Service Hotline on (853) 2832 3909 or write to us.

QBE Hongkong & Shanghai Insurance Limited Macau Branch

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This Policy, the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Whereas:

1. The Insured has applied for insurance, and
2. QBE Hongkong & Shanghai Insurance Limited - Macau Branch (hereinafter referred to as "the Company") has agreed to provide such insurance.

The Company agrees only on the basis of the Terms and Conditions contained in this Policy to provide insurance cover to the Insured Persons for those risks insured against to the extent and in the manner stated in the Policy Schedule.

PART 1

Schedule of Benefits

Section 1

Cash Benefit for Accidental Injury or Death

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

Covered Event	Percentage of Principal Sum insured
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and Incurable Paralysis of all Limbs	100%
4. Permanent Total Loss of Sight of one or both Eyes	100%
5. Loss of or the Permanent Total Loss of Use of one or two Limbs	100%
6. Permanent Total Loss of Speech and Hearing	100%
7. Permanent and Incurable Insanity	100%
8. Permanent Total Loss of Hearing in (a) Both Ears (b) One Ear	75% 15%
9. Permanent Total Loss of the Lens of One Eye	50%
10. Permanent Total Loss of Speech	50%
11. Loss of or the Permanent Total Loss of Use of four Fingers and Thumb of (a) Right Hand (b) Left Hand	70% 50%
12. Loss of or the Permanent Total Loss of Use of four Fingers of (a) Right Hand (b) Left Hand	40% 30%
13. Loss of or the Permanent Total Loss of Use of one Thumb (a) Both Right Joints (b) One Right Joint (c) Both Left Joints (d) One Left Joint	30% 15% 20% 10%
14. Loss of or the Permanent Total Loss of Use of Fingers (a) Three Right Joint (b) Two Right Joints (c) One Right Joint (d) Three Left Joints (e) Two Left Joints (f) One Left Joint	10% 7.5% 5% 7.5% 5% 2%
15. Loss of or the Permanent Total Loss of Use of Toes (a) All - One Foot (b) Great - Both Joints (c) Great - Joint	15% 5% 3%
16. Fractured Leg or Patella with established non-union	10%
17. Shortening of Leg by at least 5 cm	7.5%
18. Permanent disablement not otherwise provided under Covered Events 4 - 17 inclusive. Such percentage of the Principal Sum Insured as the Company shall in its absolute discretion determine and being in its opinion not inconsistent with compensation provided under Covered Events 8 - 17 inclusive.	
19. Major Burns caused only by the agent of heat resulting in Second Degree or Third Degree Burns on either On 30% or more of total body surface On 50% or more of total facial surface	30% 15%

Provisions Applicable to Section 1 of Part 1 only

1. The total amount payable in respect of any one Accident shall not exceed 100% of the Principal Sum insured under Section 1.
2. The Company shall pay 200% of the Principal Sum Insured, in respect of any sums payable for Covered Events 1 - 7 under Section 1 of Part 1 for losses due to Accidental Injury sustained while riding as a fare-paying passenger in any Common Carrier or whilst travelling in any Private Car.
3. The Company shall not be liable to make any further payment under this Policy after a claim under any one of Covered Events 1 - 7 under Section 1 of Part 1 has been admitted and becomes payable.
4. If an Insured Person is left-handed and supporting documentary evidence is furnished to the Company's satisfaction, the percentages set out above from Covered Events 11 - 14 under Section 1 of Part 1 for the various disabilities of right hand and left hand will be transposed.
5. Provision applicable to Major Burns only
Should more than one of the above Covered Events occur from the same Accident, the Company shall only be liable to pay the total amount payable under Covered Events 8 to 17 or the amount payable under Covered Event 19 whichever shall be greater.

Section 2

Medical Expenses

1. If the Insured Person shall sustain any bodily injury caused by an Accident, and provided such Accident shall occur whilst insurance under this Policy is in effect, the Company will indemnify the Insured Person for the necessary and reasonable medical expenses incurred. The maximum liability of the Company shall not exceed MOP/HKD150 per visit and one visit per day in respect of non-inpatient treatments and the limit set out in the Policy Schedule during the period of insurance.
2. For the purpose of this cover, 'medical expense' shall mean the actual expenses paid by the Insured Person to a Medical Practitioner, Physician, Doctor or Hospital for medical, surgical or nursing treatment including the costs of medical supplies, ambulance hire or professional home-nursing fees, but excluding the cost of dental care and treatment unless such treatment is for emergency and caused by Accidental Injury to sound natural teeth.

Section 3

Chinese Bonesetter Expenses

If the Insured Person shall sustain any bodily injury caused by an Accident, and provided such Accident shall occur whilst insurance under this Policy is in effect, the Company will indemnify the Insured Person for necessary and reasonable Chinese bonesetter expenses actually incurred. The maximum liability of the Company shall not exceed MOP/HKD100 per visit and one visit per day and the limit set out in the Policy Schedule during the period of insurance.

Provisions applicable to Section 2 and Section 3 of Part 1 only

1. No benefit will be payable unless the expenses incurred within 12 months of the date of Accident.
2. In the event of the Insured Person becoming entitled to refund of all or part of such expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other source.
3. No benefit will be payable for procurement or use of special braces, appliances or equipment, general check-up, convalescence, custodial or rest cure or special nursing care.

General Provisions

1. The Insured Person shall as soon as reasonably practicable after the happening of any Accidental Injury giving rise to a claim under this Policy procure and follow proper medical advice from a legally qualified Medical Practitioner.
2. If at the time of Accident, an Insured Person has already had amputation of or has lost the use of a limb or has lost the sight of one or both eyes or has other disabilities, such loss (full or partial) and disabilities shall not be included in assessing any benefit payable under this Policy.
3. Save where an event is covered under one AccidentSurance Policy with Daily Hospital Benefit and another AccidentSurance Policy with Medical Expenses benefit, an Insured Person shall not be covered under more than one similar type of AccidentSurance Policy issued by the Company. In the event that an Insured Person is covered under more than one such Policy, the Company will consider that person to be insured under the Policy which provides the greatest amount of benefit. When the benefit under each such Policy is identical, the Company will consider that person to be insured under the Policy first issued. The Company will refund any duplicated insurance premium payment which may have been made by or on behalf of that person.
4. Except as provided in Provision 3 of the General Provisions, benefit under Section 1 of Part 1 of this Policy shall be paid in addition to any other insurance benefit to which an Insured Person may be entitled.

PART 2

Definitions

1. 'Accident' shall mean an unforeseen and unexpected event of violent, accidental, external and visible nature which shall independently of any other cause be the sole and direct cause of bodily injury.
2. 'Accidental Death' as defined under this Policy occurs after the date of the relevant Accident and directly and independently resulted from Accidental Injury.
3. 'Accidental Injury' means bodily injury sustained by an Insured Person whilst this Policy is in force and which is solely caused by an Accident and independently of any other cause and which shall within 12 calendar months result in death or disablement or necessitate medical or surgical treatment.
4. 'Common Carrier' means any bus, coach, taxi, hotel car, ferry, hovercraft, hydrofoil, ship, train, tram, underground train or other means of conveyance provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, and any fixed-wing aircraft or helicopter provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports, and any regularly scheduled airport limousine operating on fixed routes and schedules.
5. 'Construction Site' shall have the same meaning as in the Construction Sites (Safety) Regulations or any amendments thereto. It generally means a place where construction work is undertaken and also any area in the immediate vicinity of any such place which is used for the storage of materials or plant used or intended to be used for the purpose of construction work. Construction work shall have the same meaning as in the Factories and Industrial Undertakings Ordinance or any amendments thereto.
6. 'Eligible Family Members' means the legally married spouse of the Insured under 75 years of age, and all legally dependent unmarried children, including step children and legally adopted children of the Insured, who are 6 months of age or over but under 18 years of age or under 23 years of age and a full-time student at a school, college or university.
7. 'Hospital' means an establishment recognised, constituted and registered as such under the laws of the territory in which that establishment is situated as a Hospital for the care and treatment of sick and injured persons as paying bed patients, and which (i) has facilities for diagnosis and major surgery, (ii) provides 24 hours a day nursing service by a qualified and registered Physician, and (iii) is not primarily a clinic, a place for alcoholics or drug addicts, a sanatorium, a nature care clinic, a health hydro, a nursing, rest or convalescent home or home for the aged or similar establishment.
8. 'Inpatient' means an insured Person whose Hospital confinement is as a resident bed patient and whose confinement is necessary for the medical care, diagnosis and treatment of an Accidental Injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.
9. 'Insured' means the one in whose name this Policy is issued and who is named in the Policy Schedule.
10. 'Insured Person' means eligible persons named in the Policy Schedule.
11. 'Loss of Fingers or Toes' means complete separation through or above the metacarpophalangeal joints or metatarsophalangeal joints.
12. 'Loss of Limb' means loss by physical separation at or above the wrist or ankle joint.
13. 'Loss of Sight' means the total and irrecoverable loss of all sight of an eye or eyes rendering an Insured Person absolutely blind beyond remedy by surgical or other treatment.
14. 'Loss of Use' means total functional disablement and is treated like the total loss of said limb or organ.
15. 'Medical Practitioner', 'Physician', 'Doctor' means a practitioner of western medicine duly qualified and legally registered as such under the laws of the country in which the claim arises and where the treatment takes place but excluding a person who is the Insured Person himself, or a relative of the Insured Person.
16. 'Permanent' means lasting 12 calendar months from the date of Accident and at the expiry of that period being beyond hope of improvement.
17. 'Permanent Total Disablement' means that after 12 calendar months of continuous total disability which has resulted from Accidental Injury an Insured Person is completely unable to engage in any gainful occupation or employment for the remainder of his/her life.
18. 'Policy Schedule' means the Policy Schedule attached to and forms part of this Policy.
19. 'Pre-existing Condition' means a condition for which medical advice or treatment was recommended by a Medical Practitioner or, conditions for which the Insured Person received medical treatment,

diagnosis, consultation or prescribed drugs preceding the Effective Date of this Policy.

20. 'Private Car' means any four-wheel pleasure type motor vehicle excluding such vehicle licensed to transport fare-paying passengers or licensed to transport merchandise for sale or delivery.
21. 'Second Degree Burns' shall mean the damage or destruction of the skin to its full depth and damage to the tissue beneath.

PART 3

Exclusions

Section 1

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

1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. engaging in duty with the disciplinary service;
3. suicide, self-destruction, self-inflicted injury, or any attempted threat whether sane or insane;
4. engaging in a sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport;
5. engaging in (or practising for or taking part in training peculiar to) hazardous activities including but not limited to aqualung diving; bungee jumping; climbing or mountaineering necessitating the use of ropes or guide; hang-gliding; motor cycling; parachuting; pot-holing; racing other than on foot; skiing, tobogganing, sledding and ice skating, including ice hockey and any other sports requiring snow or ice of play; engaging in aviation other than as a fare-paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers;
6. an Insured Person having more than the legally permitted level of alcohol in the blood whilst driving any kind of vehicle;
7. an Insured Person having taken a drug, unless it is proved that the drug was taken in accordance with proper medical prescription and not for treatment of drug addiction;
8. violation or attempted violation of the law or resistance to arrest; illegal acts of an Insured Person or an Insured Person's executors or administrators, legal heirs or personal representatives;
9. any kind of sickness or disease;
10. Pre-existing Condition;
11. any venereal disease or Acquired Immuno-deficiency Syndrome (AIDS), AIDS related complex or infection by Human Immunodeficiency Virus (HIV);
12. childbirth or pregnancy notwithstanding that such injury may have been accelerated or induced by Accident;
13. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
14. nuclear weapons material;
15. Any act of nuclear, chemical, biological terrorism ("NCB terrorism") regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this clause:

An act of "NCB terrorism" means an act, including but not limited to the use or the threat thereof, of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

This clause also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of NCB terrorism. If the Company alleges that by reason of this clause, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured Person.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Section 2

1. The insurance under this Policy for Accidental Injury or Accidental Death is subject to a maximum principal sum insured of MOP/HKD500,000 for an Insured Person who does not hold a valid Macau or Hong Kong Identity Card.

2. For Insured Persons working as or engaging in any of the types of work listed below (whether on a temporary or permanent basis), no benefit shall be payable under this Policy for Accidental Injury or Accidental Death which resulted from or is caused directly or indirectly by an Accident whilst carrying out such work:
 1. Air or ship crew
 2. Armed security guard
 3. Bodyguard
 4. Carpenter
 5. Chemical/petrochemical workers
 6. Commercial driver of trucks, taxis, motor cycles and/or buses
 7. Construction worker or worker on a Construction Site
 8. Disciplinary services
 9. Diving or working with compressed air
 10. Fitting gas, water or electrical appliances (underground)
 11. Installing or maintaining lifts or escalators
 12. Jockey
 13. Junket promoter or Junket associate
 14. Manufacturing, producing or working with ammunitions, explosives or fireworks
 15. Metal working or welding
 16. Mining or quarrying or underground worker
 17. Non-hotel managed nightclub, disco, karaoke club or bar staff
 18. Operating or maintaining machinery (portable home and office tools and appliances excepted)
 19. Outdoor jewellery salesman
 20. Professional sportsman
 21. Reporter working in war zones or regions of conflict
 22. Stableman
 23. Stevedore
 24. Stunt person
 25. Working at height of 10 feet or higher from ground or floor level
 26. Working with asbestos or marble

Exclusions applicable to Section 2 of Part 1 only

The insurance under this Policy does not apply to Medical Expenses directly or indirectly caused by or resulting from vaccination and immunization for a routine physical or any other examination where there are no objective indications or impairments in normal health.

**PART 4
Premium**

1. The consideration for this Policy is the payment of premium when due.
2. The Company agrees that no adjustment in premium shall be made on this Policy alone. The Company reserves the right to amend premiums in respect of like categories of Insured Persons, such as by age or sex for all AccidentSurance Policies issued.
3. Premium and the manner of payment including whether Premium shall be payable on a monthly, yearly basis or otherwise shall be stated in the Policy Schedule. Premium shall be payable on each premium due date by direct debit to the Insured's nominated account.

**PART 5
30% No Claim Premium Refund**

In the event of no claim being made or arising under this Policy for a period of 5 consecutive years, 30% of the premiums received during this period by the Company will be refunded to the Insured.

Further No Claim Premium Refunds will only be paid in the event of no claim being made or arising under this Policy for a period of another 5 consecutive years from the date of the previous No Claim Premium Refund.

In the event of a claim being made or arising under this Policy, 30% of the premiums received by the Company for a period of 5 consecutive years from the date of occurrence of the Accident resulting in a claim being made, will be refunded to the Insured provided no claim is made or arises under this Policy for that period of 5 consecutive years.

**PART 6
Renewal Agreement**

1. Payment of premium when due will continue this Policy which will remain in force until the next premium due date.
2. This Policy will be renewed upon the premium due date until the Policy is terminated in accordance with Part 9.

**PART 7
Effective Date**

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

**PART 8
Additions**

1. If the Insured is the only person covered hereunder, he or she may include his or her Eligible Family Members by submitting a written application to the Company, specifying the name, Macau or Hong

Kong Identity Card number, date of birth, present occupation and providing a health declaration of the person to be insured.

2. If the Insured and his or her Eligible Family Members are covered hereunder, any persons who subsequently become Eligible Family Members in relation to the Insured shall automatically become Insured Persons at no additional premium charge on the date they become Eligible Family Members as defined in Item 6 of Part 2.
3. Subject to the approval of the Company, insurance for such Eligible Family Members will commence
 - a) For monthly payment Policy on the next premium due date of this Policy following the date when the request is received.
 - b) For annual payment Policy provided that the request is received by 20th of the month, on the first day of the month following the date when the request is received.
4. The relevant premium for such Eligible Family Members will be charged to the Insured's nominated account.

**PART 9
Termination**

1. a) For monthly payment Policy
If the Insured gives a 7-day notice in writing to the Company to terminate this Policy, or to terminate cover with respect to any Eligible Family Members, such termination shall become effective on the next monthly premium due date after the Company received the notice.
- b) For annual payment Policy
If the Insured gives a 7-day notice in writing to terminate this Policy, or to terminate cover with respect to any Eligible Family Member, such termination shall become effective after the notice is received by the Company.
All premium paid will at all times be subject to the Premium Refund Rules upon the termination of this Policy except where this Policy is cancelled within 15 days of the receipt of the Policy (i.e. from the date of application), there will be a full refund.
Premium Refund Rules:
Provided no claim has arisen during the period of insurance already covered by the annual premium concerned, the Insured shall be entitled to a partial refund of that premium paid as below:

Period Covered (not exceeding)	Premium Refund
4 months	50%
5 months	40%
6 months	30%
8 months	20%
Over 8 months	0%

2. If the Company gives notice of termination by mail to the Insured at his or her last known address, this Policy shall terminate on the last day of the month in which such notice is given save where this will result in the Policy being terminated in less than 7 days from the date of the issue of the notice, in which case this Policy shall terminate upon the expiry of a 7-day period from the date of the issue of the notice.
3. This Policy shall terminate upon the death of the Insured. Any Eligible Family Members shall cease to be an Insured Person forthwith upon his or her death or upon his or her ceasing to be an Eligible Family Member as defined in Item 6 of Part 2.
4. This Policy shall terminate forthwith upon the premium due date next following the Insured attaining the age of 75.
5. Insurance in respect of an Insured's dependent child shall terminate forthwith upon the premium due date next following the dependent child attaining the age of 18 or 23 if he or she is a fulltime student at a school, college or university, or on the premium due date next following his or her marriage or otherwise ceasing to be a dependent of the Insured, whichever is the earlier.
6. In the event the first premium charged to the Insured's nominated account is not paid, this Policy shall be deemed to have been void from the Effective Date of Insurance.
7. Provided one or more premiums charged to the Insured's nominated account have been paid, non-payment of any subsequent premiums shall terminate insurance under this Policy as from that premium due date.
8. In the event premium has been paid for any period beyond the termination date of this Policy, or beyond the termination date of cover in respect of Eligible Family Members, the relevant proportion shall be refunded to the Insured's nominated account. If premium has not been paid for any period up to the date of termination, the Insured shall be liable to the Company for the payment of such premium.

**PART 10
General Policy Provisions**

Consideration

This Policy is issued in consideration of the statements contained in the Application Form and the Policy Schedule and the Insured's payment of premium due.

Terms and Conditions

Payment of any benefits under this Policy is subject to the Definitions and all other Terms and Conditions pertinent to the benefit.

Entire Contract: Changes

This Policy, including the Policy Schedule, and the endorsements and amendments, if any, will constitute the entire contract between the parties. No change in this Policy shall be valid unless approved by the Company and evidenced by endorsement or amendment.

Duties of the Insured

The due observance and fulfilment of the Terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Gender

Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter gender. Further, words and expressions in the singular include the plural and vice versa.

Mis-statement or Fraud

Any false statement made by the Insured in the Application Form or concerning any claim shall result in the Company's right to repudiate liability under this Policy.

Geographical Limits

The insurance afforded under this Policy shall apply 24 hours a day anywhere in the world unless otherwise endorsed or amended.

Exposure

When by reason of an Accident an Insured Person is exposed to violent and severe or prolonged weather conditions and as a result of such exposure suffers death, such death shall be covered hereunder subject to the Definitions and all other Terms and Conditions of this Policy.

Disappearance

If the body of an Insured Person has not been found within 365 days after the date of the disappearance, forced landing, stranding, sinking or wrecking of the Common Carrier in which such Insured Person was a fare-paying passenger, the insured Person shall be presumed to have died as a result of Accidental Injury on the date of the aforesaid occurrence, subject to the Definitions and all other Terms and Conditions of this Policy.

Notice of Claim

Written notice of claim must be given to the Company within 14 days after the occurrence of an Accident covered by this Policy or the commencement of Hospital confinement covered by this Policy.

Failure to give notice in the time prescribed shall not invalidate a claim if it can be shown to the Company's satisfaction that notice has been provided as soon as is reasonably practicable, and in any event within 60 days from the date of such Accident.

Notice given by or on behalf of the claimant to the Company with information sufficient to identify the Insured Person shall be deemed notice.

Claim Forms

The Company, upon receiving a notice of claim, will furnish to the claimant such form as it usually provides for filing proof of claim.

Medical reports, and all proof of loss as required by the Company shall be furnished at the expense of the claimant and shall be in such form and of such nature as the Company may prescribe.

The Company shall in the event of the death of an Insured Person be entitled to have a post-mortem examination carried out at its own expense except when such examination is prohibited by law.

Proof of Claim

Written proof in support of a claim must be furnished to the Company within 30 days from the receipt of the claim form provided by the Company as stated above. Failure to furnish such proof within the time required shall not invalidate any claim if it was not reasonably practicable to give proof within such time, provided such proof is furnished as soon as is reasonably practicable, and in no event later than 180 days from the time such proof is otherwise required.

Physical Examination

The Company at its own expense shall have the right and opportunity to examine an Insured Person when and as often as it may reasonably require pending the outcome of a claim under this Policy.

Payment of Benefit

Benefit payable under Part 1 of this Policy shall be paid to the Insured or as otherwise directed in writing by the Insured. In the absence of any such written direction, accrued benefits unpaid at the time of the Insured's death shall be paid to the estate of the Insured. Any release given by the Insured, or any third party to whom the Insured has directed that payment be made, to the Company acknowledging receipt of the benefit paid under this Policy shall be deemed a final and complete discharge of all liability of the Company. Payment of any benefits under this Policy shall be made in the same currency as the one in which the premium is paid, which shall be in either Macau Patacas or Hong Kong Dollars.

Legal Action

No action shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of claim has been filed in accordance with the requirements of this Policy, nor shall such action be brought at all unless commenced within 180 days from the expiration of 30 days within which proof of claim is required.

Arbitration

All differences arising out of this Policy, shall be referred to the decision of an arbitrator to be appointed by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each party, and in case of disagreement between the arbitrators, to the decision of an umpire who shall be appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or right of action against the Company.

Interest

No benefit payable under this Policy shall carry interest.

Jurisdiction

The Company will in all competent judicial proceedings at the instance of parties suing in respect of matters arising out of this insurance acknowledge the jurisdiction of the Courts in the Macau Special Administrative Region (Macau SAR) only.

Governing Law

This Policy shall be governed by and interpreted in accordance with the laws of Macau SAR, save where it stated otherwise herein.

Reinstatement

If this Policy is terminated for any reason, acceptance and approval of a subsequent Application Form by the Company shall reinstate this Policy. The reinstated Policy shall provide benefits only for Accidental Injury or Accidental Death arising from an Accident after the date of reinstatement.

Unpaid Premium

Upon the payment of a claim under this Policy, any unpaid premium may be deducted from such claim payment.

Prohibition on Trust or Assignments

This Policy is not assignable and the Insured warrants that this Policy is not subject to a trust and will not be made subject to a lien or charge.