

Hospital Surance

The Policy

Please read this policy carefully



Personal Information Collection Statement

I understand and give my explicit consent for my personal or sensitive information to be collected or held to enable QBE to carry on insurance business and may be used or processed for the purpose of any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service; any claim or investigation or analysis of such claim; and exercising any right of subrogation, and may be transferred within or outside Macau to 1) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes; 2) any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation, and 3) any members of the Federation by the Federation for any of the above or related purposes. I understand that my personal or sensitive information may be transferred to a destination that may not have adequate laws in place to ensure the protection of my personal or sensitive information.

Moreover, we are hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry. You have the right to obtain access to and to request correction of any personal or sensitive information concerning yourself held by us. Requests for such access can be made in writing to the Personal Data Privacy Officer, QBE General Insurance (Hong Kong) Limited – Macau Branch, Rua do Comandante Mata e Oliveira, No. 32, Edif. Associacao Industrial de Macau, 8 andar B & C, Macau (Telephone: +853 2832 3909, Facsimile: +853 2832 3911)

In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail..

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 General Insurance (Hong Kong) 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) 2878 7100 or write to us.

QBE General Insurance (Hong Kong) 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 General Insurance (Hong Kong) 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 the 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

Insured Benefits

A. Daily Cash Benefit for Hospital Confinement

When Disability shall cause an Insured Person’s Hospital Confinement, and provided such confinement shall commence whilst insurance under this Policy is in effect with respect to such Insured Person, the Company will pay the relevant Daily Cash Benefit for each day the Insured Person shall be so confined.

Provisions:

1. Benefit shall be paid for Hospital Confinement only when the Insured Person is under the regular care and attendance of a Physician.
2. The Daily Cash Benefit shall be paid from the first day of Hospital Confinement for a period not exceeding seven hundred and fifty (750) days for all such confinements consequent upon any one period of Disability.
3. (a) Hospital Confinement of an Insured Person, commencing while insurance under this Policy is in effect with respect to such Insured Person, resulting from causes which are the same as, or related to, the causes of a prior Hospital Confinement for which Daily Cash Benefit(s) has been payable and not separated from such prior Hospital Confinement by a period of at least twelve (12) months, shall be considered a continuation of the prior Hospital Confinement. Such confinements shall be considered to have occurred during the same period of Sickness or to have resulted from the same Injury for the purpose of determining the relevant Daily Cash Benefit period and the maximum Daily Cash Benefit payable under this Policy except as provided in Clause 6 below.

(b) Hospital Confinements separated by a period of twelve (12) months or more shall be considered to be separate Hospital Confinements and shall not be considered to have occurred during the same period of Sickness or to have resulted from the same Injury for the purpose of determining the relevant Daily Cash Benefit period and the maximum Daily Cash Benefit payable under this Policy.

4. An Insured Person shall not be covered under more than one Hospital Insurance Policy. 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.
5. Except as provided in Item 4 above, Daily Cash Benefit under this Policy shall be paid in addition to any other insurance benefit to which the Insured Person may be entitled.
6. Notwithstanding the foregoing, any double benefit as defined in the Schedule attaching to and forming part of this Policy will only be admitted in respect of one qualifying circumstance thereby limiting the maximum amount payable for one Hospital Confinement to twice the Daily Cash Benefit defined in the Policy and the double indemnity covered under this Policy are payable:
 - (a) when the Insured and Insured spouse are hospitalised at the same time as a result of the same Accident;
 - (b) for the first ninety (90) days of hospitalisation in intensive care;
 - (c) for hospitalisation outside the Macau Special Administrative Region (SAR), Hong Kong SAR or China in respect of those Insured Persons who are permanent residents of the Macau SAR and who at the time of hospitalisation are outside the Macau SAR, Hong Kong SAR or China on a temporary basis for a period of not more than sixty (60) days;
 - (d) for heart, lung, liver, pancreas, kidney or bone marrow transplant operations.

B. Surgical Expenses

In addition to the Daily Cash Benefit for Hospital Confinement, the Company will pay to the Insured operation or surgery expenses for the sum actually charged on a per Disability basis.

Provisions:

1. Surgical Expenses shall mean fees for Surgeons, Anaesthetist and operation theater. For the purpose of this Policy, Surgeons’ fees shall mean fees payable to Surgeon(s) for the operation or surgery performed including his/her fees for two (2) pre-surgical assessments and normal post-surgical care within six (6) weeks after completion of the operation or surgery all of which incurred at the time of hospitalisation.
2. The maximum amount shall not exceed the amount shown in the Policy Schedule.
3. Such expenses must be actually incurred by the Insured Person as a result of Disability.
4. The operation or surgery should be performed in a Hospital by a qualified Surgeon and consistent with the diagnosis and customary medical treatment for the condition and in accordance with standards of good and prudent medical practice.

C. Benefit for hospitalisation in Mainland China

50% of the applicable benefit limit will be applied when the Insured Person is hospitalised in mainland China.

D. Benefit for Child

Insured child is limited to 50% of the specified adult limit.

PART 2

Definitions

1. **'Accident'** means an unforeseen and unexpected event of violent, accidental, external and visible nature which shall independently of any other cause be the sole cause of bodily injury.
2. **'Congenital Conditions'** means medical abnormalities existing at the time of birth, as well as neo-natal physical abnormalities developing within six (6) months of birth. They shall include (but not to the exclusion of others which may medically be regarded as congenital conditions):
 - (i) Hernias of all types (excepting when caused by a trauma after commencement of insurance under this policy)
 - (ii) Strabismus
 - (iii) Hydrocephalus
 - (iv) Undescended Testicle
 - (v) Hypospadias
 - (vi) Meckel's Diverticulum
3. **'Daily Cash Benefit'** means the cash benefit for each Day of Hospital Confinement of an Insured Person for Disability covered by this Policy, as stated in the Policy Schedule.
4. **'Day of Hospital Confinement'** means each continuous twenty-four (24) hours period that an Insured Person is confined as a patient in Hospital for a minimum of twenty- four (24) hours.
5. **'Disability'** means Injury or Sickness and subject to PART 1 A3, shall include all disabilities arising from the same cause including any all complications arising therefrom.
6. **'Eligible Family Members'** means:
 - (a) the legally married spouse of the Insured under sixty (60) years of age on the Effective Date of Insurance of the Policy, and
 - (b) all legally dependent unmarried children, including step children and legally adopted children of the Insured, who are
 - (i) between six (6) months and twenty-one (21) years old inclusive or
 - (ii) full-time student at a school, college or university under twenty-three (23) years of age on the Effective Date of Insurance of the Policy.
7. **'Eligible Person'** means the Insured, and the Insured's Eligible Family Members, under sixty (60) years of age on the Effective Date of Insurance of the Policy.
8. **'Hospital'** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meeting all of the following requirements in that it:
 - (a) Operates primarily for the reception and medical care and treatment of sick, ailing or injured persons on a resident inpatient basis;

- (b) Admits resident inpatients only under the supervision of a Physician or Physicians one of whom is available for consultation at all times;
- (c) Maintains organised facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;
- (d) Provides full-time nursing service by and under the supervision of a staff of Nurses;
- (e) Maintains a legally licensed Physician in residence.

'Hospital' shall not include the following:

- (a) A mental institution; and institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;
 - (b) A place for the aged; a rest home, a place for drug addicts or alcoholics;
 - (c) A health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, convalescent, rehabilitation, extended-care facility or rest home.
9. **'Hospital Confinement'** means confinement in a Hospital which must be for a minimum period of twenty-four (24) consecutive hours. No minimum period of hospital confinement is required in respect of any surgical expenses incurred at a Hospital in connection with any emergency treatment required as a result of (and within twenty-four (24) hours following) an Injury or for the performance of a surgical procedure or operation, or in respect of an operation received in a recognized day care surgical centre owned and operated as such by a Hospital.
 10. **'Injury'** shall mean bodily damage to the Insured Person caused solely by an Accident.
 11. **'Insured'** means the person in whose name the Policy is issued and is named in the Policy Schedule.
 12. **'Insured Person'** means Eligible Persons named in the Policy Schedule.
 13. **'Intensive Care Unit'** means that part of a Hospital solely established and devoted to and appropriate for providing intensive medical and nursing care for in-patients.
 14. **'Nurse'** means a qualified or trainee nurse or general nurse duly registered pursuant to the laws of the country in which the claim arises.
 15. **'Physician', 'Surgeon', 'Anaesthetist'** means a person duly qualified and legally registered as such in the Macau SAR and should a claim and treatment occur out of the Macau SAR, the term shall mean a practitioner of western medicine who is duly registered as such under the laws of the country in which the claim arises and where treatment takes place, and no other person. For the purpose of this Policy, a Physician shall not include the Insured Person whose Hospital Confinement and Surgical Benefit is the basis of a claim hereunder, or a relative of such Insured Person unless approved by the Company.

16. **'Policy'** means all the terms and conditions contained herein, the Policy Schedule, and all endorsements and attachments hereto.
17. **'Policy Schedule'** means the Policy Schedule which is attached to and forms part of this Policy.
18. **'Pre-existing Medical Conditions'** means:
- (a) Injury or Sickness which existed before the Effective Date of Insurance in respect of an Insured Person and which presented signs or symptoms of which the Insured Person was aware or should have reasonably have been aware.
 - (b) The following Disabilities when occurring during the first year from the Effective Date (but not to the exclusion of all others):
 - (i) Tumours of Internal Organs
 - (ii) Haemorrhoids
 - (iii) Diseased Tonsils Requiring Surgery
 - (iv) Pathological Abnormalities of Nasal Septum or Turbinates
 - (v) Hyperthyroidism
 - (vi) Cataracts
 - (vii) Sinus Conditions Requiring Surgery
 - (viii) Hallux Valgus
 - (c) The following Disabilities when occurring during the first six months from the Effective Date (but not to the exclusion of all others):
 - (i) Tuberculosis
 - (ii) Anal Fistulae
 - (iii) Gall Stones
 - (iv) Calculii of Kidney, Urethra or Bladder
 - (v) Hypertension or Cardio Vascular Disease
 - (vi) Gastric or Duodenal Ulcer
 - (vii) Tumours of skin, muscular tissue, bone tumours or malignancies of blood or bone marrow
 - (viii) Diabetes Mellitus
19. **'Resident 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 a Disability covered by this Policy, and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.
20. **'Sickness'** means:
- (i) sickness, illness or disease contracted and commencing while the Insured Person whose Sickness is the basis of claim is insured under this Policy. Such Sickness must result directly and independently of all other causes in Hospital Confinement covered by this Policy; and
 - (ii) a physical condition marked by a pathological deviation from the normal healthy state.
2. Cosmetic or plastic surgery, dental oral or oro-surgical care and treatment of any kind (save and except where provided in an operating theatre of a Hospital under general anaesthetic), eye refraction, eye tests or fitting of glasses or hearing aids. Surgical mechanical or chemical contraceptive methods of birth control or treatment pertaining to infertility or in-vitro fertilization, or sterilization of either sex.
3. Congenital and Pre-existing Medical Conditions.
4. Expenses directly or indirectly arising from Human Immunodeficiency Virus (HIV) related Disability, including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutation, derivations or variations thereof, which proceeds from an HIV infection occurring prior to the effective dates of coverage. For purposes of this exclusion, an HIV related Disability emerging within five (5) years of the coverage effective date will be conclusively presumed to proceed from an HIV infection occurring prior to the effective date of coverage, in the absence of clear and convincing evidence to the contrary.
5. Pregnancy, childbirth (including diagnostic tests for pregnancy and surgical delivery), miscarriage, abortion and pre-natal or postnatal care.
6. Routine or general check ups or routine blood tests, health examinations, check ups or tests not incidental to treatment or diagnosis of a covered Disability, inoculation, medication or vaccination for immunization or quarantine purposes.
7. Treatment directly or indirectly arising from any insanity, geriatric, psycho-geriatric or psychiatric condition including but not confined to psychoses, neuroses, depression of any kind, anxiety, anorexia nervosa, bulimia, schizophrenia and other behavioral disorders.
8. Disability directly or indirectly resulting from or consequent upon:
- (a) Drug addiction, venereal diseases, alcoholism, or willful misuse of drugs or alcohol, attempted suicide or intentional self-inflicted injury or participating in an illegal activity or having more than the legally permitted level of alcohol in the blood whilst driving any kind of vehicle.
 - (b) High risk activities:
 - (i) engaging in or taking part in disciplinary, naval, military or air force service or operations;
 - (ii) engaging in or practicing in or taking part in training peculiar to:

aqualung diving, climbing or mountaineering necessitating the use of ropes or guides, potholing, parachuting, bungee jumping, hang-gliding, stunts or daring feats, skiing, tobogganing, sledding and ice skating, including ice hockey and other sports requiring snow or ice for play, professional sports, motor cycling; engaging in aviation other than as a fare-paying passenger in an aircraft provided by and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying;
 - (c) War or any act of war, declared or undeclared, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or terrorist act;
 - (d) Radioactive contamination,

PART 3

Exclusions

The Company shall not be liable for and shall not pay any claims in respect of:

1. Expenses that are recoverable from a third party.

9. Hospitalization primarily for diagnostic scanning, X-ray examinations or physical therapy.
10. Expenses covered by any other existing insurance.

PART 4

Premium

1. Premium for each Insured Person is based upon the attained age on the Effective Date of Insurance.
2. The Company agrees that, except as stated in Part 7 hereof, 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 Hospital Insurance Policies issued.
3. Premium as stated in the Policy Schedule shall be payable monthly and on the same day of each month thereafter 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 any period of five (5) consecutive years, 30% of the premiums received during this period by the Company will be refunded to the Insured.

PART 6

Renewal Agreement

1. Payment of premium when due will continue this Policy in force until the next premium due date.
2. This Policy will be renewed automatically upon payment of the due premium until the natural expiry date unless written notice of cancellation has been received by the Company.

PART 7

Effective Date, Additions and Termination

Effective Date of Insurance

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

Additions

1. If only the Insured is covered hereunder, he or she may include his or her Eligible Family Members by submitting a written application to the Company, specifying the name, sex and age of the person(s) to be insured.
2. Subject to the approval of the Company, insurance for such Eligible Family Members will commence on the next renewal date of this Policy following the date when the request was received.
3. The relevant premium for such Eligible Person will be charged to the Insured's nominated account.
4. Any additional dependent children shall automatically become Insured Person at no additional premium charge on the date they become Eligible Family Members as defined in Item 6 of Definitions.

Termination

1. If the Insured gives 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 premium due date after the Company received the notice.

2. If the Company gives notice of termination by mail to the Insured at his or her last known address, this Policy shall be terminated on the last day of the month in which such notice was issued provided where this will result in the Policy being terminated in less than seven (7) days from the date of the issuing of the notice, this Policy shall then be terminated upon the expiry of a seven (7) days period from the date of the issuing of the notice.
3. This Policy shall terminate forthwith 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 the Definitions.
4. Insurance in respect of an Insured Person shall terminate forthwith upon the renewal date next following his or her attainment of age sixty-five (65) years.
5. Insurance in respect of an Insured dependent child, shall terminate forthwith upon the renewal due date next following his or her attainment of age twenty-one (21) years, or twenty-three (23) years if a student, or the renewal date next following his or her marriage or otherwise ceasing to be a dependent of the Insured.
6. In the event initial premium charged to 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. In the event 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 8

Upgraded Benefits

- (a) If the Daily Cash Benefits to any Insured Person under the terms of this Policy are to be increased to a higher group of Daily Cash Benefits while this Policy is in force, written notice in a form prescribed by or satisfactory to the Company must be given immediately by the Insured to the Company.
- (b) If such Insured Person shall have been afflicted with a covered Disability before the said written notice was received by this Company, the benefits payable in respect of such Disability shall not exceed the limit(s) or maximum(s) of benefits applicable prior to the date the written notice was received by the Company.

PART 9

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 when due.

Geographical Limits

The insurance afforded under this Policy shall apply twenty-four (24) hours a day anywhere in the world unless otherwise endorsed or amended. However, no benefits shall be paid under this Policy in respect of any Insured Person who is on temporary or permanent location in a country or countries other than the Macau SAR except where such temporary location does not exceed ninety (90) days and the medical condition or treatment has been incurred solely as the result of an Accident or emergency situation occurring in that other country or those other countries.

Terms and Conditions

Payment of any Benefit 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 evidenced by endorsement or amendment.

Right to Return Policy

In the event the Insured is not satisfied with this Policy for any reason, it may be returned to the Company within 15 days after receipt. Any premium billed to the Insured's nominated Account as specified in the Policy Schedule will be refunded. In such event, this Policy shall be deemed to have been void from the Effective Date of Insurance and the Company shall not be liable to pay any Benefit.

Mis-statement or Fraud

Any false statement made by the Insured concerning insurance application or endorsement or any claim shall entitle the Company to repudiate liability under the Policy.

Subrogation

The Company has the right to proceed at its own expense in the name of an Insured against third parties who may be responsible for an occurrence giving rise to a claim under this Policy.

Notice of Claim

Written notice of claim must be given to the Company within fourteen (14) days after 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 had been provided as soon as was reasonably practicable, and in any event within sixty (60) days from the date of commencement of such confinement.

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

Claims Forms

The Company, upon receiving a notice of claim, will furnish to the claimant such forms 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 at its own expense where it is not prohibited by law.

Proof of Claim

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

Legal Action

No action shall be brought to recover on this Policy prior to the expiry of sixty (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 one hundred and eighty (180) days from the expiration of thirty (30) days within which proof of claim is required.

Physical Examination

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

Payment of Benefit

Benefit payable under 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 benefit unpaid at the time of the Insured's death shall be paid to the estate of the Insured. Any receipt which the Insured, or any third party to whom the Insured has directed that payment be made, may give to the Company for any benefit paid under this Policy in respect of any one period of covered Hospital Confinement, shall be deemed a final and complete discharge of all liability of the Company in respect of such period of Hospital Confinement. Benefit under this Policy will be paid upon termination of the relevant period of covered Hospital Confinement.

Currency

The currency of the benefit paid is subject to the currency of the premium paid, HKD or MOP.

Interest

No benefit payable under this Policy shall carry interest.

Unpaid Premium

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

Reinstatement

If this Policy is terminated for any reason, acceptance and approval by the Company of subsequent Application Form by the Insured shall reinstate this Policy. The reinstated Policy shall cover only Hospital Confinement caused by Injury sustained after the date of reinstatement and Sickness commencing more than sixty (60) days after the date of reinstatement.

Assignment

The Company shall be entitled to without the consent of the Insured assign any or all of its rights and duties under this Policy.

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 SAR only.

Governing Law

This Policy shall be governed by and interpreted in accordance with the Macau SAR law, except as otherwise stated herein.