

# Unemployment Benefit

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This Supplementary Benefit (i.e. Unemployment Benefit) forms part of the Policy. Should any provisions of this Supplementary Benefit be inconsistent with any provisions of the Policy, the former shall prevail for the purpose of this Supplementary Benefit. Definitions used in this Supplementary Benefit where defined in the Policy shall have the same meaning as in the Policy except where specifically provided for in this Supplementary Benefit.

## 1. Definitions

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**“Unemployed”** means you do not engage in any work, labour, trade, profession, business or vocation for remuneration. You must not receive any income and you must also be available and actively looking for employment.

**“Unemployment”** means the state of being unemployed. Unemployment will not begin until after the end of any period you receive payment for instead of working your notice (payment in lieu of notice).

**“Professional”** means any work requiring membership in a recognized professional body (e.g. chartered public accountant, actuary, practitioner of Western medicine, solicitor and the like).

**“Relative”** means any of spouse, parents, parents in law, brothers, sisters, children, grandparents, uncles, aunts, stepparents, stepchildren, nieces and nephews.

**“Self-employed”** means a person carrying on a business in the Macau Special Administrative Region alone or as a partner in a partnership, working for a company/firm in which the person has a financial interest, controlling a company/firm either alone or with others, or working for a company/firm and connected in any way with a person who has control (either alone or with others) over the company/ firm.

## 2. Benefit

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While this Policy is in force and you are Unemployed for at least thirty (30) days consecutively, the Grace Period of thirty (30) days as shown in the General Provisions of the Basic Plan for the payment of each subsequent premium for this Policy shall be extended to three hundred and sixty-five (365) days from the first payment due date following commencement of the Unemployment (“the Extended Grace Period”).

Premiums will continue to accrue during the Extended Grace Period but will only become due and payable when this Supplementary Benefit expires (ie. end of the Extended Grace Period) and the provisions under the Non-Payment of Premiums Clause under the General Provisions of the Basic Plan will then apply.

## 3. Exceptions

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**No benefit** will be paid under this Supplementary Benefit under any of the following circumstances:

- (a) If any period of Unemployment does not qualify you for payment of severance benefits under the Labour Law of the Macau Special Administrative Region.
- (b) If your Unemployment commences within two (2) months of the Policy Date, Issue Date, effective date of last reinstatement, or date of ownership change of the Policy, where applicable and whichever is the latest.
- (c) If you are Self-employed (Professionals excepted).

- (d) If you worked for a company/firm in which your Relative has a financial interest.
- (e) There was Unemployment or the prospect of Unemployment that you knew of or should reasonably have known of on or before the Policy Date, Issue Date, effective date of last reinstatement, or date of ownership change of the Policy, where applicable and whichever is the latest.
- (f) Unemployment caused by or resulting from misconduct or any action that contributes to or leads to you being dismissed, or you resign, retire or take voluntary redundancy.
- (g) Unemployment after the end of a fixed term contract, a contract for a specific task or a period of training or apprenticeship.

#### 4. Claims

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- (a) Written notice of a claim must be submitted to us within thirty (30) days of Unemployment and affirmative proof of Unemployment as required must be furnished within ninety (90) days after Unemployment commences.
- (b) If you are Self-employed Professional, you must provide evidence that:
  - (i) you became Unemployed because you could not find enough work to meet all your reasonable business and living expenses and declared this to the Financial Services Bureau of the Macau Special Administrative Region;
  - (ii) you have been Self-employed for a continuous period of at least twenty-four (24) months immediately prior to the date of the claim; and
  - (iii) the Unemployment is not normal or seasonal in your line of work.
- (c) After you make a claim, you must supply and pay for all reasonable information or evidence we ask for to prove your claim. We may, and you hereby irrevocably agree that we have the right to, contact your past employers for information about you.
- (d) If any claim under the Policy arises during the period this Unemployment Benefit is in force and a benefit amount is payable, the premiums due between the premium default date and the claim approval date may be deducted from the benefit amount.

#### 5. Termination

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This Supplementary Benefit will automatically **terminate** from the earliest of the following dates:

- (a) the time this Policy terminates, expires, lapses or is surrendered;
- (b) on the Policy Anniversary at which the Policyholder's Age is sixty-five (65); and
- (c) when no more premiums are required under the Policy.

#### 6. Rights of Third Parties

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This Supplementary Benefit forms part of the Policy and no person other than you and us will have any rights to enforce the provisions of this Supplementary Benefit.

# 失業延繳保費保障

本附加保障(即失業延繳保費保障)構成本保單的一部分。如本附加保障的任何條款與保單的任何條款出現分歧，就本附加保障而言，一概以本附加保障的條款為準。本附加保障中使用的定義詞語若已在保單中作出定義，其含意應與保單的定義相同，但本附加保障特別規定者則除外。

## 1. 定義

「**不被僱用**」指沒有從事任何具薪酬的工作、勞動、貿易、專業、商業或職業，亦沒有收取任何入息。閣下亦必須可隨時受聘及正在積極找尋工作。

「**失業**」指處於不被僱用之狀況。失業開始的時間，是指直至閣下收取代通知金這段期間終結之後。

「**專業工作**」指需要認可專業團體會員資格的任何工作(例如特許執業會計師、精算師、西醫、律師等)。

「**親屬**」指任何配偶、父母、姻親、兄弟姊妹、子女、祖父母或外祖父母、叔伯舅父、姨姑孀母、繼父母、繼子女、姪子女及外甥。

「**自僱人士**」指於澳門特別行政區獨自經營業務或在合夥企業擔任合夥人、在擁有財務權益的公司工作、獨自或與他人共同控制一間公司、或為一間公司工作而與擁有(不論是獨自或與他人)該公司控制權的人士有任何關連的人士

## 2. 保障

於本保單生效期間，若閣下連續不被僱用達30日或以上，基本計劃保單一般條款所述就本保單需繳付的隨後保費之寬限期將由30日延長至失業開始首個欠付保費日起計365日(「延長之寬限期」)。

在延長之寬限期期間，保費將繼續累積，直至本附加保障屆滿(延長之寬限期終止)，累積之保費方到期繳付，而基本計劃保單一般條款內之「欠付保費」條款將會適用。

## 3. 不保障事項

在下列任何情況下，閣下將**不會獲得**本附加保障賠償：

- (a) 閣下於任何失業期間，未能符合澳門特別行政區勞動關係法領取遣散費的資格。
- (b) 閣下於本保單的保單日期、簽發日期、最後一次保單復效生效日期或保單擁有權移交日期(視適用情況而定及以較後者為準)起計2個月內失業。
- (c) 閣下為自僱人士(從事專業工作者除外)。

- (d) 閣下在其親屬擁有財務權益的公司工作。
- (e) 閣下於保單日期、簽發日期、最後一次保單復效生效日期或保單擁有權移交日期當日或之前(視適用情況而定及以較後者為準)已經知悉或應已合理知悉自己將會失業或可能失業。
- (f) 閣下因行為不檢、或作出促使或導致閣下被解僱的行為，或閣下辭職、退休或自願離職而造成或引致的失業。
- (g) 閣下因合約期限或為某項特定工作而簽署的合約屆滿、或培訓或見習期終結而導致的失業。

#### 4. 索償

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- (a) 閣下須於失業日起計 30 日內以書面申請賠償，並於失業開始日起計 90 日內遞交所有證明文件給本公司。
- (b) 倘若閣下是自僱人士並從事專業工作，閣下必須提供資料，證明：
  - (i) 導致不被僱用的原因是閣下無法找到足夠工作以應付閣下所有合理的業務及生活開支，並已向澳門特別行政區的財政局作出有關聲明；
  - (ii) 在緊接申請此項賠償之前，閣下已經最少連續 24 個月自僱工作，及
  - (iii) 失業並非閣下工作的一個正常情況或並非季節性的。
- (c) 提出索償後，閣下必須提供本公司要求的所有合理資料或證據以證明閣下的索償，有關費用由閣下支付。本公司可能會，而閣下在此作出不可撤回的同意，本公司有權聯絡閣下的前僱主，以取得有關的資料。
- (d) 如於此項失業延繳保費保障生效期間，閣下就本保單提出任何索償而獲賠償，本公司有權從賠償額中扣除於保費到期日至賠償獲批核期間之逾期末繳保費。

#### 5. 保障終止

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本附加保障將在以下情況下自動**終止**(以較早者為準)：

- (a) 當本保單終止、到期、失效或退保；
- (b) 保單持有人年齡滿 65 歲的保單周年日；及
- (c) 當此保單已毋須繳付保費。

#### 6. 第三方權益

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本附加保障構成本保單的一部分。除閣下及本公司以外，並無其他人士有權強制執行本附加保障的條文。