

TRAVEL INSURANCE PASSPORT

BENEFIT TABLE

Section		Gold Plan (Limit per person) MOP	Silver Plan (Limit per person) MOP
1a	Medical, surgical and hospitalization and related expenses arising from illness or accidental injury Follow-up Expenses – within 90 days of Insured's return to place of origin from overseas *	#500,000 100,000	#300,000 50,000
1b	Evacuation, Repatriation and related expenses	#1,000,000	#500,000
1c	Hospital Cash Allowance	10,000 500 per day	6,000 300 per day
1d	(i) Returned of unattended dependent children (ii) Compassionate Visit (iii) Burial / Repatriation of Remains (iv) Guarantee of Hospital Admittance Deposit (v) Free Travel Information & Assistance	20,000 40,000 50,000 20,000 Free Service	10,000 20,000 30,000 10,000 Free Service
2a	Personal Accident (during the Journey)	600,000	300,000
2b	Personal Accident (in Macau) whilst the Insured is on a taxi, public bus, hotel or casino shuttle bus	200,000	100,000
3a	Baggage and Personal Effects subject to: - Limit of each laptop - Limit any one item, pair or set for clothing - Limit of each item for other items	20,000 10,000 4,000 1,000	5,000 5,000 4,000 1,000
3b	Baggage Delay	1,000	500
4	Personal Money & Travel Document	3,000	1,000
5	Personal Liability	2,000,000	1,000,000
6	Travel Delay	5,000	3,000
7	Cancellation Charges & Curtailment of Trip	50,000	30,000

Aggregate limit: Gold Plan MOP1,000,000, Silver Plan MOP500,000 * Journey of less than 8 hours, refer to 1.1.10

THE POLICY

The Travel Insurance Passport Proposal Form and/or Declaration signed by You together with any information supplied by or on behalf of You will be the basis of this Policy. In consideration of the payment of the premium specified in the Schedule and/or Proposal Form, We undertake and agree, subject to the terms, exclusions and conditions specified in the Policy, to cover You to the extent and in the manner stated in the Sections specified to be operative in the Schedule occurring during the Period of Insurance.

The coverage will operate as follows:

Annual Policy:

Section 7 From the date this Policy is issued or the date You pay a deposit / charge for an intended Journey, whichever is the later, until the expiry of the period of that Journey.

Section 2.1.2 From the effective date of this Policy until the expiry date of this Policy

Other Sections During the period of Your Journey as You may take from time to time during the Period of Insurance, provided that the period of each Journey will not exceed ninety (90) days. Cover will operate from the time You leave the immigration control counter of Macau SAR for the purpose of commencing a Journey and will terminate on Your return at the immigration control counter of Macau SAR.

Short-period Policy:

Section 7 From the date this Policy is issued until the expiry of the period of Insurance.

Section 2.1.2 Not Applicable

Other Sections During the Period of Insurance as stated in Your Policy Schedule. Cover will operate from the time You leave the immigration control counter of Macau SAR for the purpose of commencing a Journey and will terminate on Your return at the immigration control counter of Macau SAR.

For Insured Person(s) under 16 years, this Policy will only operate if he /she is accompanied by a parent or an authorized guardian who is also insured under this Policy. The Travel Insurance Passport is an insurance contract between Min Xin Insurance Co Ltd and You. The contract is evidenced by this document with the Schedule attached.

GENERAL DEFINITIONS

Whenever these words are used, this is what they mean unless specific meanings have been attached in any part of this Policy or of the Schedule:

“**We**” or “**Our**” or “**Us**” or “**The Company**” means Min Xin Insurance Co Ltd.

“**You**” or “**Your**” or “**The Insured**” means any one of the Insured Persons named in the Schedule of this Policy who is holder of a resident card or working permit (blue card) issued by the Government of Macau SAR.

“**Child/Children**” means dependent and unmarried child / children who are aged under 16 years old as named in the Schedule of this Policy.

“**Family**” means You, Your spouse and children

“**Excess**” means the first part of a claim which You must pay.

“**Hospital**” means a lawfully operating institution which has 24 hours a day nursing services by registered graduate nurses, one or more Registered Medical Practitioners available at all times and organised facilities for diagnosis and major surgery, and shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

“**Accident**” means a sudden and unforeseen event occurring entirely beyond Your control and caused by violent, external and visible means.

“**Bodily Injury**” means an injury arising from an Accident as defined above, which solely and independently of any other case (i) results in death within 12 calendar months of the date of the event or (ii) necessitates medical and or surgical treatment.

“**Illness**” means illness or disease contracted and commencing during the insured

Journey outside Macau SAR.

“**Pre-existing Conditions**” means any illness, disease or physical condition which at any time prior to the Period of Insurance presented signs or symptoms which would have caused an ordinary prudent person to be aware and to seek diagnosis or treatment or treatment have been recommended by a Registered Medical Practitioner.

“**Registered Medical Practitioner**” means a medical doctor qualified by degree who is legally licensed and duly qualified to practice as a doctor in the geographical area of his practice.

“**Territory of Origin**” means the territory from which Your Journey commences. Territory of Origin will be considered to be Macau SAR unless otherwise specifically endorsed hereon by Us.

“**Journey**” means travel originating from Territory of Origin, and ceasing when the Insured Person return and re-enter into Territory of Origin.

“**Annual Policy**” means policy issued and renewable on a 12 calendar month basis.

“**Short-period Policy**” means policy issued with the Period of Insurance as stated in the Schedule being less than 90 days unless otherwise specifically endorsed hereon by Us.

In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other gender.

SECTION 1 – MEDICAL EXPENSES, EVACUATION, REPATRIATION AND RELATED EXPENSES

1.1 Cover

In the event that You suffer Bodily Injury or Illness requiring medical treatment whilst overseas, We will indemnify You for the cost of:

1.1.1 medical, surgical, hospital treatment, including Chinese herbalists and bonesetters, and dental treatment (as a result of Accident only in respect of dental treatment).

1.1.2 emergency transport to the nearest Hospital or accredited medical centre in the event that local medical services are inadequate or not available and the medical condition warrants emergency evacuation to another place.

1.1.3 medical attendants to accompany You en route on the advice and/or direction of the attending Registered Medical Practitioner.

Provided that the aggregate amount of all benefits payable for Bodily Injury sustained by You by Accident or Illness (as the case may be) under 1.1.1 to 1.1.3 during the Period of Insurance will not exceed the amount specified as follows:

Limit (MOP)

	Gold Plan	Silver Plan
	1,000,000	500,000
1.1.4	guarantee of Hospital admittance deposit.	
1.1.5	additional accommodation and traveling expenses of one Family member or friend required on medical advice to travel to, and/or remain behind with You.	
1.1.6	reasonable charges in the event of Your death for burial or cremation in the locality where death occurs or the reasonable cost of transport of body or ashes to Macau SAR.	
1.1.7	necessary additional traveling (economy class ticket only) to return dependent children back to Your place of residence in the Territory of Origin who are left unattended as a result of Your hospitalization or Death.	
1.1.8	reasonable additional accommodation and traveling necessarily required by You in reverting to Your original travel schedule / itinerary following an interruption of that schedule / itinerary. We will also pay for:	
1.1.9	Hospital cash benefit if you are admitted to Hospital for more than 24 hours.	
1.1.10	expenses of medical treatment within ninety (90) days of Your return to the Territory of Origin immediately following Your discharge from the overseas Hospital, provided that such expenses are incurred in respect of follow-up treatment for Bodily Injury by Accident or Illness (as the case may be) suffered	

overseas, which treatment has been recommended by a Registered Medical Practitioner.

Provided further that for Journey of less than 8 hours (from the time You leave immigration control counter of Macau SAR until You return to immigration control counter of Macau SAR), 1.1.10 will operate only if follow-up treatment is necessitated following Bodily Injury by Accident.

1.2 Sub-Limits

1.2.1 Expenses in respect of registered Chinese herbalists and bonesetters treatment under Cover 1.1.1 and 1.1.10 is subject to a maximum of MOP150 per visit per day, up to a maximum of MOP2,000 during the Period of Insurance.

1.2.2 For Cover 1.1.4 – 1.1.10, the benefit is subject to the following sub-limits

Cover	Sub-Limit (MOP)	
	Gold Plan	Silver Plan
1.1.4	20,000	10,000
1.1.5	40,000	20,000
1.1.6	50,000	30,000
1.1.7	20,000	10,000
1.1.8	10,000	6,000
1.1.9 (per day)	500	300
1.1.9 (per each of You)	10,000	6,000
1.1.10	100,000	50,000

1.3 Exclusions

We will not pay for:

- 1.3.1 treatment or aid obtained in the Territory of Origin (except as specially provided for in Cover 1.1.10 above).
- 1.3.2 surgery or medical treatment which, in the opinion of the Registered Medical Practitioner treating You, can be reasonably delayed until Your return to the Territory of Origin.
- 1.3.3 any care rendered to You while being hospitalized primarily for diagnostic purposes or routine care.
- 1.3.4 hospitalization primarily for convalescent, custodial or institutional care, rest or rehabilitation.
- 1.3.5 any service or treatment for nervous and mental conditions.
- 1.3.6 any services or supplies for obesity or weight reduction.
- 1.3.7 any service or treatment for Pre-existing Conditions or its complications or any condition which medical treatment or advice has been received within six (6) months prior to the commencement of the Journey overseas.
- 1.3.8 cosmetic surgery, except when required as a result of Bodily Injury.
- 1.3.9 the additional cost of single or private room accommodation at a hospital, clinic or nursing home, except where the Registered Medical Practitioner treating You deems it necessary for You to occupy such accommodation.
- 1.3.10 medical consultation or treatment (other than registered Chinese herbalists and bonesetters), not received from a local legally Registered Medical Practitioner.

1.4 Excess

You will be responsible for the first MOP200 of each and every claim arising from 1.1.1.

SECTION 2 – PERSONAL ACCIDENT

2.1 Cover

2.1.1 In the event that You sustain Bodily Injury by Accident during the period of the Journey, We will pay the following benefits:

Benefits	Limit (MOP)	
	Gold Plan	Silver Plan
(1) Death	600,000	300,000
(2) Loss of one or more limbs or one or both eyes	600,000	300,000
(3) Permanent Total Disablement from any occupation	600,000	300,000
(4) Loss of hearing in both ears	600,000	300,000
(5) Loss of Speech	600,000	300,000

2.1.2 Extension

This policy extends to cover You in respect of Bodily Injury by Accident sustained by You whilst You are traveling as a passenger on board a taxi, public bus, hotel or casino shuttle bus that are licensed to carry passengers, in Macau SAR during the Period of Insurance. We will pay the following benefits under this Extension:

Benefits	Limit (MOP)	
	Gold Plan	Silver Plan
(1) Death	200,000	100,000
(2) Loss of one or more limbs or one or both eyes	200,000	100,000
(3) Permanent Total Disablement from any occupation	200,000	100,000
(4) Loss of hearing in both ears	200,000	100,000
(5) Loss of Speech	200,000	100,000

2.2 Provisos

2.2.1 The aggregate amount of all benefits payable for Bodily Injuries sustained by You during the Period of Insurance will not exceed the amount specified as follows:

	Limit (MOP)	
	Gold Plan	Silver Plan
2.1.1	600,000	300,000
2.1.2	200,000	100,000

2.2.2 If You are under 16 or over 70 years of age at the time of Death, the maximum amounts We will pay for cover 2.1.1 and 2.1.2 are as follows:

	Limit (MOP)	
	Gold Plan	Silver Plan
2.1.1	100,000	50,000
2.1.2	40,000	20,000

No claim will be payable under benefits (3), (4) and (5) under 2.1.1. and cover 2.1.2., except on proof to Us that the disablement has continued for twelve months from the date of Bodily Injury and in all probability, will continue for the remainder of Your life.

2.3 Definitions

- 2.3.1 “**Loss of a limb**” means loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.
- 2.3.2 “**Loss of Eye**” means the complete and irrecoverable and irremediable loss of the sight of an eye.
- 2.3.3 “**Loss of Hearing**” means permanent irrecoverable loss of hearing rendering the Insured Person absolutely deaf in both ears irremediable by surgical or other means of treatment.
- 2.3.4 “**Loss of Speech**” means permanent irrecoverable loss of speech irremediable by surgical or other means of treatment.
- 2.3.5 “**Permanent Total Disablement**” means absolute disablement from engaging in or attending to any occupation for twelve calendar months and at the end of that time being beyond hope of improvement in the opinion of a competent medical examiner.

SECTION 3A – BAGGAGE AND PERSONAL EFFECTS

3.1 Cover

We will reimburse You for accidental loss of or damage to Your baggage (including clothing and personal effects worn on or carried by You), occurring during the period of Journey.

We may at Our option, reinstate, repair or indemnify You for such loss or damage, subject to the maximum limits stipulated in the Schedule of this Policy. If loss or damage occurs whilst Your baggage is in the custody or control of an airline or carrier, You should firstly lodge Your claim against that airline or carrier. We will reimburse the balance if You are not fully compensated by the airline / carrier.

3.2 Sub-Limits

	Gold Plan MOP	Silver Plan MOP
Limit per item in respect of clothing and personal effects	1,000	1,000
Limit per article / pair / set of article in respect of other properties	4,000	4,000
Limit per laptop	10,000	5,000

3.3 Proviso

In the event of a claim in respect of a pair or set of articles, We will be liable only for the value of that part of the pair or set which is lost or damaged.

3.4 Excess

You will be responsible for the first MOP200 of each and every claim.

SECTION 3B – BAGGAGE DELAY

3.5 Cover

We will pay for emergency purchases of essential items of clothing or toilet necessities, consequent upon temporary deprivation of Your baggage for at least 12 hours from time of arrival at the scheduled destination abroad due to mishandling by the airline or carrier.

3.6 Proviso

This benefit can only be applied once during any one period of Journey.

3.7 Exclusions applicable to Section 3A and 3B

We will not pay for loss or damage:

- 3.7.1 of or to stamps, negotiable instruments, cash, manuscripts, deeds, security of any kind, documents or contracts, contact lenses, credit cards, passport or ticket of any kind.
- 3.7.2 business goods or samples.
- 3.7.3 due to wear and tear, depreciation, gradual deterioration, insects, vermin or mechanical or electrical breakdown or derangement.
- 3.7.4 whilst the baggage is in the custody of an airline or other carrier, unless reported immediately on discovery and, in the case of an airline, a property irregularity report obtained.
- 3.7.5 not reported to the police within 24 hours, unless:
- A) to do so would be impossible;
- B) by doing so would invoke an additional claim under another Section of this Policy;
- C) the baggage has been lost in a place where recovery of same is impossible or extremely unlikely.
- 3.7.6 of unattended baggage and articles contained therein.
- 3.7.7 arising from detention or confiscation or destruction by customs or other officials.
- 3.7.8 arising from breakage or scratching of glass or other fragile or brittle articles including spectacles and sunglasses.
- 3.7.9 of or to foodstuff whether raw, processed, readily consumable or otherwise.

SECTION 4 – PERSONAL MONEY AND TRAVEL DOCUMENTS

4.1 Cover

We will reimburse You, due to theft or robbery during Your Journey, for

- 4.1.1 loss of Your money, defined as cash, bank or currency notes, cheques, travelers cheques, postal or money orders.
- 4.1.2 expenses reasonably incurred in replacing travel documents
- 4.1.3 loss due to unauthorized use of credit cards by any person not related to, or residing with You

4.2 Excess

You will be responsible for the first MOP200 of each and every claim.

- 4.3 Proviso**
Any loss must be reported to the police within 24 hours and a report obtained.
- 4.4 Exclusion**
We will not pay for
- 4.4.1 shortage due to error, omission, exchange or depreciation in value.
- 4.4.2 loss or damage arising from delay or confiscation or detention by customs or other officials.
- 4.4.3 loss of traveler's cheques and credit cards not immediately reported to the local branch or agent of card issuing authority.
- 4.4.4 loss of credit cards not complying with the terms and conditions of the issuing authority.

SECTION 5 – PERSONAL LIABILITY

- 5.1 Cover**
We will indemnify You if, as a result of Your negligent act or omission, You become legally liable to compensate a third party for
- (1) Accidental Bodily Injury (including death or disease), and/or
- (2) Accidental loss of or damage to property occurring during the period of Your Journey.
- In addition, We will indemnify You for legal costs and expenses incurred with our prior written consent.
- 5.2 Exclusions**
We will not cover any claims arising directly or indirectly from:
- 5.2.1 loss of or damage to the property or death or injury to any person who is Your Family or employee or deemed by law to be Your employee.
- 5.2.2 loss of or damage to property belonging to or held in trust or in the care, custody or control of You.
- 5.2.3 Your willful, malicious or unlawful act.
- 5.2.4 damages relating to any liability assumed under any contract, whether written or oral, expressed or implied.
- 5.2.5 undertaking of trade, business or profession.
- 5.2.6 Your ownership or occupation of land or buildings (other than occupation only of any temporary residence).
- 5.2.7 Your ownership, possession or use of vehicles, aircraft or watercraft (other than small non-mechanical sailing craft, canoes, dinghies and the like).
- 5.2.8 any criminal proceedings, punitive damages or government fines.
- 5.2.9 You being under the influence of drugs or intoxicating liquor.
- 5.2.10 judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Macau SAR or orders obtained for the enforcement of judgements made outside Macau SAR, whether by way of reciprocal agreement or otherwise.
- 5.3 Total Asbestos Exclusion**
This Policy will not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
- 5.4 Contagious or Infectious Disease Exclusion**
The indemnity expressed in this Policy will not apply to or include liability in respect of death or bodily injury including illness of any person directly or indirectly caused by contagious or infectious disease of any kind.

SECTION 6 – TRAVEL DELAY

- 6.1 Cover**
6.1.1 If the departure of aircraft or carrier in which You arranged to travel is delayed after check-in for the first departure or at other times during the insured Journey for at least 12 hours from the time specified in the itinerary supplied to You arising from events or circumstances entirely beyond Your control including serious weather conditions, industrial action, technical or mechanical derangement of aircraft or conveyances or hijack of the transporting carrier in which You are traveling as a fare paying passenger, We will pay the following benefits
- | | Gold Plan
MOP | Silver Plan
MOP |
|-------------------------------------|------------------|--------------------|
| First 12 hours delay | 300 | 300 |
| Each subsequent full 12 hours delay | 200 | 200 |
| Total - each of You | 5,000 | 3,000 |
- 6.2 Proviso**
You will obtain written confirmation from the carrier or their agents stating the number of hours of delay and the reasons for such delay.
- 6.3 Exclusions**
We will not pay for any claims arising from:
- 6.3.1 Your failure to check in at the required time before departure.
- 6.3.2 strike or industrial action existing at the date this insurance is purchased.

SECTION 7 – LOSS OF DEPOSIT OR CANCELLATION OR CURTAILMENT

- 7.1 Cover**
In the event of necessary and unavoidable cancellation or curtailment of the planned Journey by You arising from
- 7.1.1 death, injury, illness (with medical recommendation) or compulsory quarantine of You, Your spouse, child, parent (in-law), close business associate or travelling companion;
- 7.1.2 hijack of the transporting carrier in which You are travelling as a fare paying passenger.
- 7.1.3 Your or Your travelling companion's jury or witness service;
- 7.1.4 Your or Your travelling companion's home being rendered uninhabitable by

- occurrence of fire or explosion;
- 7.1.5 strike, industrial action, adverse weather, natural disaster or mechanical breakdown of Your transporting carrier resulting in delay of at least 24 hours from the time specified by the carrier in which You have booked to travel;
- We will pay for
- (i) loss of irrecoverable deposits or charges paid in advance or contracted to be paid for travelling and accommodation, not recoverable from any other source.
- (ii) service charges levied by airline for changing reservations.
- (iii) reasonable additional transportation necessarily incurred resulting from such cancellation, rescheduling or curtailment of Your Journey.
- 7.2 Excess**
You will be responsible for the first MOP200 of each and every claim.
- 7.3 Exclusions**
We will not pay for any claims arising directly or indirectly from
- 7.3.1 any unlawful act or criminal proceedings of any person on whom the Journey plans depend, other than attendance under subpoena as a witness at a court of law.
- 7.3.2 failure to notify travel agent / tour operator or provider of transport or accommodation immediately once it is found necessary to cancel the travel arrangements.
- 7.3.3 any deposit in respect of training or studying course fee.
- 7.3.4 medical or physical conditions affecting You, Your spouse, child, parent (in-law), close business associate or travelling companion, known to exist on the date the insurance is effected.

24 HOURS EMERGENCY ASSISTANCE SERVICE

We have arranged a 24-hour worldwide assistance hotline providing the following services to assist You in case of emergency abroad following an accident, illness or serious loss

1. Telephone Medical Advice
2. Medical Service Provider Referral
3. Arrangement of Hospital Admission
4. Monitoring of Medical Condition during Hospitalisation
5. Arrangement of Emergency Medical Evacuation
6. Arrangement of Emergency Medical Repatriation
7. Arrangement of Transportation of Mortal Remains
8. Arrangement of Compassionate Visit
9. Arrangement of Accommodation

The following services are also available before and during your Journey

1. Inoculation and Visa Requirement Information
2. Interpreter Referral
3. Lost Luggage Assistance
4. Lost Passport Assistance
5. Legal Referral
6. Embassy Referral

Simply make a call to our **24-Hour Emergency Hotline: 852 8200 2001**

MEMORANDUM - APPLICABLE TO ANNUAL POLICY ONLY

- 1. Duration of each Journey**
The cover under this Policy ends at (1) the last day of the Period of Insurance or (2) the ending of the Insured Person's last journey provided that the Journey starts within the Period of Insurance, whichever is the later.
- 2. Addition of Insured Person**
No person added to any group in the Schedule shall be covered by this Policy unless such person is specifically named as an Insured Person and evidenced by a written endorsement to this Policy.
- 3. Additional Premium**
Additional premium will be charged on a pro-rata basis for each additional Insured Person included under this Policy after commencement of the Period of Insurance or at the time of renewal of this Policy.
- 4. Renewal**
Before renewal of this Policy, You must give notice to us of any sickness or physical defect or infirmity of which You have become aware of during the preceding Period of Insurance.

GENERAL CONDITIONS

- 1. Policy Terms and Conditions**
Our liability will be conditional on Your complying with the terms, exceptions and conditions of this Policy.
- 2. Precautions**
You will act in a prudent manner and exercise reasonable care and steps to prevent Accidents, Injury, Illness, loss or damage.
- 3. Fraud**
If any claims are fraudulent or intentionally exaggerated or if any false declaration or statement will be made then this Policy will be void and no claim will be payable.
- 4. Subrogation**
We will be entitled to take over and conduct the defense or settlement of any third party claim at Our discretion. We will also be entitled to use Your name to enforce recovery rights against any other person whether before or after indemnification is received under this Policy.
- 5. Monthly Installment of Premium Payment**
If premium payment is made on monthly basis and the first installment has been paid, non-payment of any subsequent installment shall terminate this Policy as of the installment due date when premium payment is not received.

6. Cancellation and Premium Refund

- 6.1 We may cancel this Policy by sending 30 days notice by registered letter to You at Your last known address. For policy for which annual premium payment is arranged, You will be entitled to a refund of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance, provided that no claim is made during the Period of Insurance.
- 6.2 For policy for which monthly premium payment is arranged, the notice period is revised to 7 days. You will be entitled to a refund of a proportionate part of Your paid premium corresponding to the unexpired portion of the paid month, provided that no claim is made during the Period of Insurance.
- 6.3 You may also cancel this Policy by sending written notice to Us. We will then refund the unexpired portion of premium to You subject to our customary short period calculation of refund premium as stated below, provided no claim is made during the Period of Insurance.

<u>Unexpired period of Insurance</u>	<u>Refund Premium</u>
	(as a percentage of paid premium)
Less than 6 months	Nil
6 – 9 months	30%
More than 9 months	50%

- 6.4 For short-period Policies, no refund premium is allowed once the Policy has been issued.

7. Other Insurance

If any loss, damage or legal liability covered under this Policy is also covered by any other insurance, We will not be liable under this Policy except for any excess beyond the amount payable under such other insurance.

8. Age Limit

This Policy will not apply to any Insured Person whose age is under 6 weeks or over 75 years. However, cover will continue if any person who attained the age of 75 years old during the currency of the Period of Insurance until the expiry date of the Policy.

9. Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award will be first obtained. If We shall disclaim liability to You for any claim hereunder and such claim will not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim will for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. Jurisdiction

This Policy is subject to the exclusive jurisdiction of Macau SAR and is to be construed according to the laws of Macau.

CLAIMS PROCEDURES

1. You or Your legal personal representative must give Us written notice of any event giving rise or likely to give rise to a claim under this Policy as soon as possible but in any case within 21 days failure to do so may result in Your claims not being admitted.
2. You will furnish Us with all such particulars and evidence, documentary or otherwise and will do all such things as We may require.
3. The cost of all evidence, certificates or information required to support a claim will be borne by You or Your legal representatives.
4. In the event of death, We reserve the right to arrange for a post-mortem examination at Our expense.
5. You will submit at Your own expense any medical examination required by Us to support any claim of Bodily Injury or Illness.
6. You must not make any promise to pay for any claim made against You, nor admit liability therefor. All writs, summons, letters or communications regarding any such claim must be sent to Us unanswered immediately.

GENERAL EXCLUSIONS

1. We will not provide cover in respect of travel by You travelling contrary to the advice of a medical practitioner or for the purpose of obtaining medical treatment.
2. We will not cover death, disablement, Bodily Injury, Illness, breakage of or damage to property or other losses of any nature sustained by You arising from causes directly or indirectly related to
 - a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from process of nuclear fission, or from any nuclear weapons material.
 - c) suicide or attempted suicide, self-inflicted injury, psychological disturbance, insanity, venereal disease, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex), pregnancy, miscarriage, childbirth, the use of alcohol or drugs other than those prescribed by a registered physician; vision or dental treatment not occasioned by an external Accident.
 - d) pre-existing conditions.
 - e) participating in or attempting to commit a crime or offence, or willfully exposing Yourself to needless peril except in an attempt to save human life.
 - f) engaging in a sport in a professional capacity or where You would or could earn income or remuneration from engaging in such sport.
 - g) engaging in motor rallies or any kind of race (other than on foot) or trial of

speed or reliability.

- h) engaging in parachuting, ice hockey, pot-holing, hang-gliding, steeple-chasing, ski-jumping, mountaineering or rock climbing requiring use of ropes or guides, motor-cycling, underwater activities requiring the use of compressed air or gas.
- i) engaging or taking part in naval, military or airforce service or any operation with any armed force of any country or international authority.
- j) 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.
- k) engaging in any dangerous assignments, projects or occupation of a manual nature during business travel.

3. Terrorism Mass Destruction Exclusion Clause

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy will exclude Terrorism but only as the sole result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this Clause:

- a) Terrorism means an act, or act, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).
- b) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- c) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- d) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

If We allege that by reason of this exclusion any loss is not covered by this Policy the burden of proving the contrary will be upon You.

4 IT Clarification Clause

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.