

Decree-Law no. 38/96/M
of 15th July

The implementation of the public liability insurance relating to the fixing of propaganda and publicity material in the territory of Macau requires the establishment, through legal channels, of the respective minimum limits of indemnity in the relevant insurance policy, while leaving, however, the final decision of establishing the limit of indemnity for each case to the municipal authorities.

Hereby;

Taking into consideration the proposal of "Autoridade Monetária e Cambial de Macau", and after hearing the opinion of the municipal authorities and of the Macau Insurers' Association;

After hearing the Consultative Council;

The Governor of Macau decrees, under the terms of Article 13 paragraph 1 of the Macau Organic Statute, that the following shall be enforced as law in Macau:

Article 1
(Minimum limits for public liability insurance
relating to the fixing of propaganda and publicity material)

The minimum limits for public liability insurance relating to the fixing of propaganda and publicity material shall be of one hundred thousand patacas, two hundred thousand patacas or five hundred thousand patacas, as determined by the municipal authorities according to the criteria laid down by such authorities.

Article 2
(Effective date)

This decree-law shall come into effect on 1st October 1996.

Approved on, 10th July 1996.

To be Published.

The Governor,
Vasco Rocha Vieira

Executive Order no. 168/96/M
of 15th July

The establishment of public liability insurance relating to the fixing of propaganda and publicity material in the territory of Macau and the transfer of such liability to insurers authorized to operate in Macau requires the approval of the tariff of premiums and conditions for the said insurance.

Hereby;

Taking into consideration the proposal of "Autoridade Monetária e Cambial de Macau", and after hearing the opinion of the municipal authorities and the Macau Insurers' Association;

After hearing the Consultative Council;

Pursuant to the provision of Article 58 paragraph 2 of Decree-Law no. 6/89/M of 20th February, and under the terms of Article 16 paragraph 1 c) of the Macau Organic Statute, the Governor determines the following:

Article 1. It is hereby approved the tariff of premiums and conditions for public liability insurance relating to the fixing of propaganda and publicity material annexed hereto, which shall be compulsory for all the insurers who transact the said insurance in Macau.

Article 2. This Executive Order shall come into effect on 1st October 1996.

Government of Macau, on 10th July 1996.

To be published.

The Governor,
Vasco Rocha Vieira

TARIFF OF PREMIUMS FOR PUBLIC LIABILITY INSURANCE RELATING TO THE FIXING OF PROPAGANDA AND PUBLICITY MATERIAL

Article 1 (Application)

This tariff, which compulsorily applies to all public liability insurance policies relating to the fixing of propaganda and publicity material issued in the territory of Macau, sets out the rates, terms and conditions on which such insurance shall be written.

Article 2 (Proposal)

1. The insurance proposal shall obligatorily contain, in addition to other details considered convenient by the insurer, the following particulars:-
 - a) Name, activity and address of the establishment of the proponent;
 - b) Details regarding the propaganda and publicity material (wordings or symbols thereon, its location, manner in which the said material has been fixed, maker's name, if such material is regularly inspected and if so by whom - giving the relevant name and address);
 - c) Date of commencement, duration and termination of the insurance.
2. The proposal form shall not contain any erasures, namely in relation to the above particulars.
3. The proposal form shall be signed by the legal representative of the proponent.

Article 3
(Period of insurance)

The duration of the insurance contracts covered by this Tariff may be of :-

- a) **One year renewable**, when the policy is contracted for annual periods, renewed automatically, unless the insured or the insurance company renounces it by giving notice of cancellation to the other party by registered letter at least 30 days prior to the renewal date;
- b) **Short-term period**, when the policy is contracted for a period less than or equal to one year.

Article 4
(Premium)

1. The annual premiums for a maximum indemnity of MOP100,000.00 per event shall be as follows:-

- a) With application of an excess of MOP1,000.00 per claim
- MOP300.00
- b) With application of an excess higher than that stated in a)

Excess	Premium Discount
Double	10%
Triple	20%
Quadruple	30%

2. To cover limits of indemnity per event higher than MOP100,000.00, the following additional charges shall be applied to the premium calculated under the terms of the preceding paragraph:-

<u>Limits of indemnity</u>	<u>Surcharge</u>
- MOP 200,000.00	- 50%
- MOP 500,000.00	- 100%
- MOP 1,000,000.00	- 150%
- MOP 2,000,000.00	- 200%
- Unlimited	- 300%

Article 5
(Restriction on payment of premium by instalments)

Payment of premiums by instalments shall not be permissible under this Tariff.

Article 6
(Insurance contracts for a period of less than one year)

For insurance contracts having periods of less than one year, the following percentages of annual premium shall be collected as minimum premium:-

- Insurance of up to one month	- 20%
- Insurance of over one month but less than or equal to three months	- 40%
- Insurance of over three months but less than or equal to five months	- 60%
- Insurance of over five months but less than or equal to eight months	- 80%
- Insurance of over eight months	- 100%

Article 7
(Additional charges)

The only additional charge applicable on the premiums and surcharges shall be the percentage fixed by law for stamp duty.

Article 8
(Cancellation of contract or reduction of the limit of indemnity)

1. When the decision for the cancellation of the insurance policy, or the reduction of the limit of indemnity is taken by the insurance company, the premium refundable by the insurance company shall be calculated proportionately to the unexpired period.
2. Where the decision for the cancellation or the reduction is taken by the insured, the refund of premium shall be calculated according to the terms set out in Article 6.

Article 9
(Rounding off)

1. The amount of premium and surcharges shall be rounded off to the next higher unit of Pataca.
2. The stamp duty shall be rounded off in terms of the law.

Article 10
(Commencement)

1. The premiums and conditions of this Tariff shall be applied to all new insurances issued on or after 1st October 1996.
2. The present Tariff shall also apply, from the first renewal after the date mentioned in the preceding paragraph, to all insurances in force on that date.

SCHEDULE OF ANNUAL PREMIUMS BASED ON THE LIMITS OF INDEMNITY AND THE RESPECTIVE EXCESS

LIMITS & PREMIUMS	LIMITS OF INDEMNITY PER EVENT/ANNUAL PREMIUMS					
EXCESS	MOP 100,000.00	MOP 200,000.00	MOP 500,000.00	MOP 1 000 000.00	MOP 2 000 000.00	UNLIMITED
MOP 1,000.00	MOP 300.00	MOP 450.00	MOP 600.00	MOP 750.00	MOP 900.00	MOP 1,200.00
MOP 2,000.00	MOP 270.00	MOP 405.00	MOP 540.00	MOP 675.00	MOP 810.00	MOP 1,080.00
MOP 3,000.00	MOP 240.00	MOP 360.00	MOP 480.00	MOP 600.00	MOP 720.00	MOP 960.00
MOP 4,000.00	MOP 210.00	MOP 315.00	MOP 420.00	MOP 525.00	MOP 630.00	MOP 840.00

**Executive Order no. 169/96/M
of 15th July**

The establishment of public liability insurance relating to the fixing of propaganda and publicity material in the territory of Macau and the transfer of such liability to insurers authorized to operate in Macau requires the approval of a uniform policy for the corresponding insurance.

Hereby;

Taking into consideration the proposal of "Autoridade Monetária e Cambial de Macau", and after hearing the opinion of the municipal authorities and of the Macau Insurers' Association;

After hearing the Consultative Council;

Pursuant to the provision of Article 58 paragraph 2 of Decree-Law no. 6/89/M of 20th February, and under the terms of Article 16 paragraph 1 c) of the Macau Organic Statute, The Governor determines the following:

Article 1. The general conditions and the schedule of the public liability insurance relating to the fixing of propaganda and publicity material are those in the text annexed to the present Executive Order which forms an integral part thereof.

Article 2. This Executive Order comes into force on 1st October 1996.

Government of Macau, on 10th July 1996.

To be published.

The Governor,
Vasco Rocha Vieira

**UNIFORM PUBLIC LIABILITY INSURANCE POLICY
RELATING TO THE FIXING OF PROPAGANDA AND PUBLICITY MATERIAL**

GENERAL CONDITIONS

**CHAPTER I
General provisions**

**Article 1
(Terminology)**

In this Policy: -

- **"INSURER" or "COMPANY"** , means

- **"INSURED"**, means the person who contracts with the Insurer for this Policy.

- **"CLAIMANT"**, means the person who, having suffered bodily injury or property damage, lodges a claim considered valid against the Insured.

- **"ACCIDENT"**, means an accident or a series of accidents occurring with or arising from one event, independent of the number of claims lodged and of the corresponding amount of indemnity.

**Article 2
(Scope of insurance)**

1. This insurance corresponds to the requirements of the municipal order concerning the obligation to effect an insurance contract to guarantee the public liability arising from the fixing of propaganda and publicity material.

2. The guarantees of this Policy relate only to the compensations which the Insured may be legally liable for any personal loss or damage, be it bodily injury, property damage or otherwise, caused to third parties by the propaganda and publicity material as specified in the Schedule and within the limit of indemnity stated in the Policy.

3. The Insurer shall equally be liable for the costs and expenses of litigation incurred by the Insured after having acted according to the instructions of the Insurer, including any other expenses incurred by the Insured with the written consent of the Insurer.

Article 3
(Exclusions)

The cover granted by this Policy shall not apply to or include the compensation which the Insured may be liable for personal loss, property damage or other damage: -

- a) For bodily injury caused to partners, employees, temporary staff and attorneys in the Insured's service, or to his spouse, ascendants, descendants or adopted children, including other relatives or relations up to 3rd degree of collateral kinship, but in the latter case only when they cohabit with or depend on the Insured for their livelihood;
- b) For material damage caused to property belonging to or held in trust by or in the custody or control of the Insured or of any of the persons mentioned in the preceding paragraph a);
- c) As a result of liability assumed by the Insured under agreement/contract unless such liability would have attached in the absence of such agreement/contract;
- d) For bodily injury or material damage caused by vibrations or due to removal or weakening of the foundation or support;
- e) For property or other damage due, directly or indirectly, mainly or remotely, to tumults, riots, alterations to public order and other acts of similar nature, acts of terrorism or sabotage, insurrection, revolution, civil war, invasion, war (declared or not), hostilities as well as military operations resulting thereof or where such property or other damage is a consequence, directly or indirectly, of telluric movements or from subterranean fire;
- f) In respect of claims arising directly or indirectly from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fusion.

CHAPTER II
Insured's obligations

Article 4
(Duties of the Insured)

The Insured agrees: -

- a) To pay on time the premium due;
- b) To make a complete and unequivocal declaration of all the circumstances likely to influence the analysis of the risk by the Insurer;
- c) To communicate to the Insurer in a complete and unequivocal form, within eight days, any change in the circumstances which may result in the aggravation of the risk, be it after the term of the Policy or before but only after it comes to his knowledge;
- d) To take all precautions considered necessary to prevent accidents being caused by the propaganda and publicity material affixed and shall comply with the requirements laid down for the fixing of such material.

Article 5
(Void contracts)

1. This insurance shall be deemed void in the case of: -
 - a) Wrong or false declarations and omission of any facts that may influence the risk, either before or after the contract has been entered into;
 - b) Failure, on the part of the Insured or his representatives, to meet any of the obligations as contained in this Policy.
2. Where the declarations mentioned in sub-paragraph a) have been made in bad faith, the Insurer shall be entitled to the full premium, without prejudice to the nullity of this Policy.

CHAPTER III
Duration of the contract and insurance premium

Article 6
(Commencement of contract)

1. The present contract comes into effect from zero hours of the day mentioned in the Schedule of this Policy.
2. The proposal shall be considered as accepted if within a period of 5 working days from the date of its receipt, the Insurer fails to communicate to the contrary to the Insured.

Article 7

(Duration of the contract)

1. The contract shall be valid for the period specified in the Policy Schedule.
2. The contract can be for a fixed and determined period up to one year (short-term insurance), or for one year renewable for equal periods (one year renewable insurance).
3. For an uninterrupted cover under this Policy, in the case of short-term insurance, the insured shall request in writing the renewal of the Policy thirty days prior to the date of expiry of the relevant period of cover and further shall pay the respective premium immediately after such request has been accepted by the Insurer.
4. If the contract was entered into for one year renewable, it shall automatically be renewed for an equal period as long as neither of the parties gives notice of cancellation to the other by registered letter to the last known address of the other party at least 30 days in advance.

Article 8 (Basis of calculation)

The rate of premium shall be fixed by the Insurer taking into account the nature and condition of the risk involved.

Article 9 (Payment of premium)

1. The premium for this Policy, in respect of the first period of cover, shall be due immediately after the relevant proposal has been accepted by the Insurer.
2. The premium shall be paid at the Insurer's office or at a place so indicated by the Insurer.

Article 10 (Nonpayment)

1. In the case of the Insured failing to pay the premium, the Insurer shall send an advice by registered post to the Insured stating thereon that after a period of thirty days from the date of the postmark on the said advice the contract shall be forfeited if no payment of the respective premium is made within that period.

2. In the case of cancellation due to nonpayment, the Insurer shall be entitled to the premium corresponding to the period elapsed.

CHAPTER IV Accidents

Article 11 (Notification of accidents)

1. In the event of an accident which may give rise to a claim under this Policy, the Insured shall give notice thereof to the Company with full particulars as soon as possible but not later than eight days after the day of the accident.
2. In the case of absence of notification or of late notification, the Insured shall indemnify the Company for any loss or damage, namely, where the lack of notification or late notification has resulted in the aggravation of the liability of the Company in respect of third parties.
3. The Insured shall indemnify the Company for any loss or damage resulting from the failure on the part of the Insured to take all reasonable steps to reduce or prevent any increase in the loss or damage for which the Company is liable or for having undertaken any transactional arrangements without express authorization from the Company.
4. Every claim, writ, summons or intimation of litigation shall be notified or forwarded to the Company immediately on receipt by the Insured.
5. Immediate notice shall also be given to the Company as soon as the Insured or the Claimant has knowledge of any investigation or inquiry in connection with such claim.
6. No admission, offer, promise or payment of compensation shall be made by the Insured without the express consent of the Insurer, who shall investigate, settle or contest any claim, as well as take charge or conduct or direct, in the name of the Insured and for its own benefit, any litigation it deems necessary.

Article 12 (Excess)

1. The present insurance cover is subject to the application of an excess per accident, which shall be borne by the Insured, as per the amount stated in the Schedule according to the Tariff in force.

2. In no case shall the excess be applicable to the Claimant, and the compensation due shall be paid in full directly to the Claimant by the Insurer immediately after the adjustment of the respective loss.

3. After the settlement of the claim, the Insurer shall be entitled to recover from the Insured the relevant amount of the excess.

Article 13
(Discharge of liability)

The Insurer may at any time, even during the process of litigation for compensation, compensate the Insured up to the maximum limit of its liability, discharging thereby its total liability which, under the terms of this Policy, the Insurer may subsequently be required to pay, including its liability for any loss due to its acts or omissions.

Article 14
(Existence of other insurances)

If in respect of any claim under this Policy the Insured shall be entitled to indemnity under any other policy of insurance then the Company shall not be liable to pay hereunder more than its rateable proportion of any compensation, costs, charges or expenses.

Article 15
(Subrogation of the Insurer)

1. Upon settlement of the claim, the Insurer shall be subrogated, up to the amount of the compensation paid, in all the rights, actions and proceedings of the Insured against the persons held responsible for the accident insofar as all the costs and expenses incurred under this contract are concerned, with the Insured being obliged to do whatever necessary for the Insurer to execute his subrogation rights.

2. The Insured shall be liable for any loss or damage resulting from his voluntary act or omission which impedes or hinders the execution of the Insurer's subrogation rights.

Article 16
(Right to recover)

The Insurer shall have the right to recover from the Insured or from the person causing loss or damage referred to in Article 2 paragraph 2, where such loss or damage results from fraudulent act or omission.

CHAPTER V
General provisions

Article 17
(Termination or reduction of the amount insured)

1. At any time the Insured may cancel the contract or reduce the amount of the limit of indemnity covered by this Policy by sending a registered letter to the Insurer thirty days in advance of the date he so intends for such cancellation or reduction to come into effect.
2. The reduction mentioned in the preceding paragraph shall not, however, bring the limit of indemnity below the minimum amount established by law. The Insurer shall also have the same right in respect of the limit of indemnity which exceeds the minimum amount established by law.
3. The premium to be refunded by the Insurer shall be calculated in proportion to the unexpired period if the cancellation or reduction of the limit of indemnity is at the request of the Insurer, and, if the cancellation or reduction of the limit of indemnity is at the request of the Insured, the return premium shall be calculated in accordance with the premium tariff in force for short-term contracts under compulsory insurances.
4. Where the cancellation is due to nonpayment of insurance premium, the Insurer shall proceed in accordance with the provision of Article 10, paragraph 2.

Article 18
(Arbitration)

1. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within thirty days after having been required in writing to do so by either of the parties.
2. In case the Arbitrators do not agree the decision shall be that of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall preside at the meetings of the Arbitrators.

3. In case the Arbitrators do not agree upon the appointment of the Umpire, an Umpire will be appointed by the competent Court of Law of Macau. Each of the parties in difference shall pay the expenses of his Arbitrator and half of the expenses of the Umpire.
4. The making of an Award shall be a condition precedent to any right of action against the Company.

Article 19
(Jurisdiction)

The Court of Macau is qualified in respect of judgements arising from this contract.

PUBLIC LIABILITY POLICY RELATING TO THE FIXING OF PROPAGANDA AND PUBLICITY MATERIAL			SCHEDULE		POLICY NO.	
Insured			Address		Activity	
Date of commencement of insurance (at 0:00 hrs)			Period of insurance		Maturity (at 24:00 hrs)	
Applicable Legislation				Excess		
Municipal orders in force				\$1.000,00 or other amount indicated below according to Article 12		
Premium				Limits of indemnity		
Amount	Stamp duty	Total	Per accident		For each insurance period	
\$	\$	\$			Unlimited	
Particulars of the propaganda and publicity material						
Description			Position of the material and its location after it is installed			
Special clauses						
Date in Macau, on			Name of the company			
19						
			Stamp & signature			