

PET OWNER'S PERSONAL ACCIDENT INSURANCE POLICY

DEFINITIONS OF TERMS

1. **“Accident”** means any unintentional act or unforeseen, unusual, and unexpected event which directly causes an Injury or death and, in the case of the Insured Pet Owner, shall include food poisoning, animal bites (except mosquito bites), Acts of Nature, and unprovoked murder and assault. The Policy shall cover loss caused by the risks of murder, assault, or any such attempt provided that such risks:
 - a) shall not have been provoked by the Insured Pet Owner;
 - b) shall not have happened while the Insured Pet Owner is: a) engaging in political activities; or b) performing investigative, security or political function or; c) holding any elective governmental position;
 - c) shall not have occurred in any of the geographical areas listed on the Policy Data Page, including their cities, towns, barrios and barangays whether these are known by other names or renamed and/or included in another region by the government.
2. **“Activities of Daily Living”** means the following:
 - a) Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
 - b) Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
 - c) Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa;
 - d) Mobility – the ability to move indoors from room to room on level surfaces;
 - e) Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
 - f) Feeding – the ability to feed oneself once the food has been prepared and made available.
3. **“Acts of Nature”** shall refer to earthquake, seaquake, tidal waves, volcanic eruption, typhoon, hurricane, flood, windstorm, hailstorm, rainstorm, tornado, or other catastrophe brought about by nature.
4. **“Acute Dental Condition”** means an acute condition of the Insured Pet's teeth and gingiva in any one of the following dental conditions:
 - a) abscesses;
 - b) removal of teeth where Medically Necessary due to fractured tooth/teeth.
5. **“Anaphylactic Shock”** means the acute onset of unusual or exaggerated allergic reaction to a foreign protein or substance, including insect and arachnid bites;
6. **“Arthritis”** means inflammation of any of the joints which may be local or generalized; common manifestations in the animal are lameness, swelling, pain in the affected joint(s), and stiffness.
7. **“Confinement”** means admission of the Insured Pet Owner in a Hospital as an inpatient for a continuous number of hours for which the Hospital has charged a full daily room and board fee.
8. **“Cancer”** means an abnormal tissue growth or tumor, neoplasia. This diagnosis must be supported by histological evidence as confirmed by a Veterinary Pathologist.
9. **“Cherry Eye”** means an eversion of the third eyelid gland that may be due to laxity of ligament and/or inflammation.

PIONEER INSURANCE & SURETY CORPORATION

Pioneer House Makati, 108 Paseo de Roxas, Legazpi Village, Makati City 1229, Philippines
Tel: +63 2 8812 7777 or +63 2 7750 9999 ▪ Fax: +63 2 8817 1461 ▪ www.pioneer.com.ph

10. **“Covered Accidental Injury”** means an Injury arising from an Accident that is a consequence of or results in one of the following:
- a) bone fracture;
 - b) burn or electrocution;
 - c) complications due to drowning;
 - d) bite wound or fight wound abscesses;
 - e) Tick Paralysis;
 - f) snake bite toxicity;
 - g) Foreign Body Obstruction;
 - h) poisoning;
 - i) Embedded Grass Seed;
 - j) Anaphylactic Shock or allergic reaction to insect or arachnid bites;
 - k) Torn Nail.
11. **“Covered Illness”** means one of the following illnesses:
- a) Cancer, lumps, cysts, growths;
 - b) Cherry Eye;
 - c) Non-Diabetic Cataracts;
 - d) Cruciate Ligament Condition or Traumatic Ligament or Tendon Injury;
 - e) Intervertebral Disc Disease (IVDD);
 - f) Urinary Tract Infection, Disease, and/or Obstruction;
 - g) Gastric-Dilatation Volvulus (GDV);
 - h) Hip Dysplasia;
 - i) Pyometra;
 - j) Gastrointestinal Problems;
 - k) Outer and Inner Ear Infections;
 - l) Arthritis;
 - m) Renal Disease.
12. **“Cruciate Ligament Condition”** means the partial or complete rupture of the cruciate ligament(s).
13. **“Disablement”** means permanent total and irrecoverable loss of use or entire physical loss caused by Dismemberment.
14. **“Dismemberment”** means complete and permanent severance of any of the following: (a) hand - at the wrist; (b) foot - at the ankle joint.
15. **“Embedded Grass Seed”** means the penetration of the serrated awns of a grass seed head into the skin and body tissues resulting in tracking infection or abscess.
16. **“Family Member”** means the spouse, parent, child, brother or sister.
17. **“Foreign Body Obstruction”** means the ingestion of non-food items causing such objects to be immobile and lodged in any part of the digestive tract.
18. **“Gastric-Dilatation Volvulus (GDV)”** means a condition in which the stomach rotated on its axis and becomes overstretched by excessive gas accumulation.
19. **“Gastrointestinal Problems”** means a medical problem related to the stomach, intestines and related structures; common manifestations in the animal are vomiting, diarrhea or constipation, abdominal pain, and anorexia.
20. **“Good Health”** means that the Insured Pet Owner is not bedridden or confined in a Hospital or medical facility.
21. **“Hospital”** means a legally constituted establishment which meets all of the following requirements:
- a) holds a license as a hospital;
 - b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - c) provides twenty-four (24)-hours a day nursing service by registered nurses;
 - d) has a staff of one or more licensed physicians available at all times;
 - e) provides organized facilities for diagnosis and surgical facilities; and
 - f) is not primarily a clinic, nursing home or convalescent home or similar establishment nor, other than incidentally, a place for alcoholics or drug addicts.
22. **“Hip Dysplasia”** means a medical condition of the hip joints resulting in lameness and arthritis.

- 23. “Injuries”** means bodily injuries that:
- a) are sustained while this Policy is in force;
 - b) are caused solely by external, violent and accidental means and independent of any other cause; and
 - c) produce a visible contusion or wound on the exterior of the body, except in the case of drowning or of internal injury revealed by an autopsy.
- 24. “Insured Pet Owner”** means the person named in the Policy Data Page, with respect to whom premium has been paid, and is the person identified as the owner of the Insured Pet and has under his/her control or custody the Insured Pet. Any pronoun used in this Policy shall apply to either gender.
- 25. “Insured Pet”** means the pet dog (*Canis lupus familiaris*) or cat (*Felis catus*) owned by the Insured Pet Owner that is named in the Policy Data Page.
- 26. “Insurer”** means Pioneer Insurance & Surety Corporation.
- 27. “Intervertebral Disc Disease (IVDD)”** means the degeneration, herniation (bursts) of intervertebral discs causing compression of neurological tissue, often acute in nature. The diagnosis must be supported by clinical signs and radiograph.
- 28. “Loss of Use”** means the complete and permanent inability of the Insured Pet Owner to move or perform an action for which his limbs, fingers, toes or metacarpals are normally fitted or used, or for which they normally exist. It includes paralysis, which means complete and permanent inability to move as a result of neurological damage.
- 29. “Medically Necessary”** means a treatment that is in accordance with accepted standards of medical/veterinary practice and absolutely necessary to protect and enhance the health status of the Insured Pet, Insured Pet Owner or Third Party and could adversely affect their condition if omitted.
- 30. “Non-Diabetic Cataracts”** means the clouding of the normally clear lens of the eye due to causes other than diabetes.
- 31. “Outer and Inner Ear Infections”** means a medical problem of any part of the ear from pinna to inner cochlea which may be unilateral or bilateral; common manifestations in the animal are inflammation, itching, hairless ear flap and abnormal ear discharge.
- 32. “Petnapping”** means the actual, attempted or alleged illegal taking and holding captive of an Insured Pet, or a claim to be illegally holding captive an Insured Pet, by a person or group who demands payment of a Ransom from an Insured Pet Owner’s assets in order to release such Insured Pet.
- 33. “Physician”** means a person legally licensed to practice medicine and/or surgery in the Philippines other than the Insured Pet Owner or a member of the Insured Pet Owner’s immediate family. Immediate family shall refer to the parents, wife or husband, children, and brothers and sisters of the Insured Pet Owner.
- 34. “Pyometra”** is a bacterial infection of the uterus (evidenced by the presence of pus) due to hormonal changes in unspayed pets which can rapidly progress to shock and death if no surgical intervention is done.
- 35. “Ransom”** means cash, funds, monetary instruments, cryptocurrency, securities, property or services surrendered or to be surrendered by or on behalf of an Insured Pet Owner to meet a Petnapping demand.
- 36. “Renal Disease”** means a medical problem related to the kidneys, which may be unilateral or bilateral depending on the cause; common manifestations in the animal are flank pain, abnormality in urine production and urination.
- 37. “Surgical Procedure”** means any veterinary procedure that uses operative and instrumental techniques involving physical intervention on tissues conducted by a duly licensed Veterinary Surgeon and performed in a Veterinary Clinic. This shall include cutting of a Pet’s tissues and/or closure of a previously sustained wound to investigate or treat pathological condition such as a disease or injury.
- 38. “Third Party”** means any person other than the Insured Pet Owner or the causer of the Accident. It shall also exclude his Family Member, a member of the household or his partners, directors, wage-earners (including contractors and subcontractors), employees, any person looking after the Insured Pet with the Insured Pet Owner’s permission, and persons who, de facto or by right, depend on him while acting within the scope of that dependency.
- 39. “Tick Paralysis”** means the progressive flaccid paralysis (weakness that progresses to paralysis) that is caused by the neurotoxin of the paralysis tick.
- 40. “Torn Nail”** means the breaking or tearing of a nail.
- 41. “Urinary Tract Infection, Disease and/or Obstruction”** means bacterial infections of the urinary tract, uroliths (stones in any part of the urinary tract), or crystals in the urine, obstruction of the ureter or urethra, and other disease of the urinary tract causing abnormalities in the act of urination or the urine itself.

- 42. **“Veterinarian”** means a person legally licensed and accredited by the Professional Regulation Commission to practice veterinary medicine and surgery other than the Insured Pet Owner or the Insured Pet Owner’s spouse, parent, child, brother or sister.
- 43. **“Veterinary Clinic”** means a legally licensed establishment accredited by the Bureau of Animal Industry that has the necessary facilities and equipment for the examination and treatment of animals.
- 44. **“Veterinary Expenses”** means the reasonable, customary and Medically Necessary expenses incurred and paid in respect of customary examination, consultation, diagnostic work-up (diagnostic imaging, laboratory works, histopathology examination, etc.) and Veterinary Treatment and Management prescribed and/or provided by a Veterinarian during the coverage period.
- 45. **“Veterinary Pathologist”** means a licensed Veterinarian with at least 3 years of post-veterinary school training in veterinary anatomic and/or clinical pathology, may be a member of the Veterinary and Comparative Pathologists Society of the Philippines (VCPS).
- 46. **“Veterinary Treatment and Management”** means reasonable and customary medications, hospitalization/confinement, surgery, nursing and other care and procedures prescribed and/or provided by a Veterinarian to relieve or cure a disease, Covered Illness, Covered Accidental Injury, or Acute Dental Condition during the coverage period.

BENEFITS PROVISIONS

- 1. **INSURANCE CLAUSE.** Subject to the provisions of the Policy and while the Policy is in force, the Insurer shall pay the benefits described herein in accordance with the Policy Data Page to the Insured Pet Owner, if alive, or to the beneficiaries, upon the death of the Insured Pet Owner, after the receipt and approval of due proof of loss.
- A. **Insured Pet Owner’s Accidental Death and Disablement Benefit.** When Injury results in any of the following losses to the Insured Pet Owner within one hundred-eighty (180) days after the date of the Accident, the Insurer will pay for:

	Percentage of Benefit Amount
Death	100%
Disablement of both hands or both feet or sight of both eyes	100%
Disablement of one hand and one foot or either hand or foot and sight of one eye	100%
Disablement of one hand or one foot or sight of one eye	50%

The total of the benefits for any one (1) accident resulting to death or Disablement within one hundred-eighty (180) days from the date of the accident shall not exceed the Benefit Amount, as specified in the Policy Data Page.

The total of the benefits for any one (1) coverage period resulting to Disablement shall not exceed the Benefit Amount for any Insured Pet Owner. Payment for Disablement benefits shall not terminate this Policy in so far as the benefit for accidental death is concerned. In any coverage period, the benefit payable for accidental death arising from an independent and unrelated accident shall be the Benefit Amount.

Any partial benefit already paid for any loss(es) shall not be carried over in the subsequent coverage period.

- B. **Pet Medical Reimbursement for Covered Accidental Injuries Benefit.** The Insurer shall reimburse the Veterinary Expenses incurred by the Insured Pet Owner, subject to the limits stated in the Policy Data Page, arising from a Covered Accidental Injury sustained by the Insured Pet while the Policy is in force. The benefit shall be payable provided the Veterinary Expenses are incurred by the Insured Pet Owner while the Policy is in force.

This benefit shall not be payable for benefits which are payable under Pet Medical Reimbursement for Covered Illnesses Benefit or Pet Acute Dental Conditions Benefit, if attached to this Policy.

The following are not covered under Pet Medical Reimbursement for Covered Accidental Injuries Benefit:

- 1. preventive care such as but not limited to vaccinations, vitamin supplements, grooming including anal gland expression, dental prophylaxis, spaying/ neutering;

2. control of internal and external parasites for which prophylactic treatments are readily available;
3. experimental or investigative procedures;
4. training, therapy or medications for behavioral modification;
5. giving birth (whelping or queening) or pregnancy;
6. post-confinement medications;
7. any dental condition, except for benefits specifically provided under Pet Acute Dental Conditions Benefit if attached to this Policy;
8. any other Injury not defined under Covered Accidental Injury.

Optional Benefits:

The following sections only apply if stated under the Policy Data Page.

C. Pet Medical Reimbursement for Covered Illnesses Benefit. The Insurer shall reimburse the Veterinary Expenses incurred by the Insured Pet Owner, subject to the limits stated in the Policy Data Page, arising from diagnosis of a Covered Illness of the Insured Pet while the Policy is in force. The benefit shall be payable provided the Veterinary Expenses are incurred by the Insured Pet Owner while the Policy is in force.

This benefit shall not be payable for benefits which are payable under Pet Medical Reimbursement for Covered Accidental Injuries Benefit or Pet Acute Dental Conditions Benefit, if attached to this Policy.

The following are not covered under Pet Medical Reimbursement for Covered Illnesses Benefit:

1. any Veterinary Expenses arising from a Covered Illness of the Insured Pet diagnosed during the waiting period of sixty (60) days from the Policy Effective Date or date of effectivity of its last reinstatement, if any;
2. any Veterinary Expenses related to the following irrespective of whether the Insured Pet was vaccinated or not:
 - a. for dogs: infectious canine hepatitis (canine adenovirus), parvovirus, canine distemper, leptospirosis, parainfluenza, canine influenza and all forms of kennel cough; or
 - b. for cats: parvovirus (including feline panleukopenia), chlamydia, feline leukaemia virus (FeLV), feline immunodeficiency virus (FIV), viral rhinotracheitis, calicivirus, herpes virus and all forms of cat flu;
3. preventive care such as but not limited to vaccinations, vitamin supplements, grooming including anal gland expression, dental prophylaxis, spaying/neutering;
4. control of internal and external parasites for which prophylactic treatments are readily available;
5. experimental or investigative procedures;
6. training, therapy or medications for behavioral modification;
7. giving birth (whelping/ queening) or pregnancy;
8. post-confinement medications;
9. any declared widespread pandemic disease that affects dogs or cats; or
10. any ectoparasite and endoparasite treatments;
11. any other illness not defined under Covered Illness.

D. Pet Owner's Liability. The Insurer shall reimburse the following expenses incurred by the Insured Pet Owner, subject to the limits stated in the Policy Data Page, in respect of legal liability arising due to the actions of the Insured Pet while this Policy is in force:

1. Medically Necessary expenses of a Third Party as a result of an Injury caused by the Insured Pet;
2. Veterinary Expenses of a pet of a Third Party as a result of an Injury caused by the Insured Pet;
3. Legal fees in defending a claim against the Insured Pet Owner and actual damages as may be awarded by a court of competent jurisdiction should there be legal proceedings as a result of Injury or damage caused by the Insured Pet;
4. Repair or replacement costs incurred due to damage to the property of a Third Party.

Conditions specific to Pet Owner's Liability:

1. The Insured Pet Owner must immediately notify the Insurer of any incident that may be potentially claimable under this Policy and must immediately send to the Insurer any correspondence and/or legal documents he receives.
2. The Insured Pet Owner must not agree to pay or settle any amount, or negotiate with any Third Party without the consent and approval of the Insurer, except for Medically Necessary expenses or reasonable Veterinary Expenses for immediate relief to a Third Party and/or his pet at the time of the incident. Such consent shall not be unreasonably withheld by the Insurer.

The following are not covered under Pet Owner's Liability:

1. Liability caused by an Insured Pet with a history of aggression;
2. Any damages or costs where the Insured Pet Owner has accepted liability without the approval of the Insurer except if the liability is legally established even without such admission;
3. Moral, nominal, temperate, liquidated, exemplary and punitive damages, and consequential loss; and

4. Any damages, costs and expenses:

- a. if the Insured Pet Owner is legally liable only because of a contract the Insured Pet Owner entered into;
- b. if the Insured Pet Owner is deemed responsible under the law for committing an intentional act involving the Insured Pet which caused damage to a Third Party;
- c. if the liability was incurred outside of the Philippines.

E. Pet Acute Dental Conditions Benefit. The Insurer shall reimburse the Veterinary Expenses incurred by the Insured Pet Owner, subject to the limits stated in the Policy Data Page, arising from an Acute Dental Condition suffered by the Insured Pet while the Policy is in force. The benefit shall be payable provided the Veterinary Expenses are incurred by the Insured Pet Owner while the Policy is in force.

This benefit shall not be payable for benefits which are payable under Pet Medical Reimbursement for Covered Accidental Injuries Benefit or Pet Medical Reimbursement for Covered Illnesses Benefit, if attached to this Policy.

The following are not covered under Pet Acute Dental Conditions Benefit:

1. any Veterinary Expenses arising from an Acute Dental Condition that was sustained by the Insured Pet during the waiting period of sixty (60) days from the Policy Effective Date or date of effectivity of its last reinstatement, if any;
2. orthodontic treatment crowns;
3. root canal, cosmetic dental surgery or corrective treatment;
4. odontoclastic resorptive lesions;
5. preventive care such as but not limited to dental prophylaxis;
6. experimental or investigative procedures;
7. any other dental condition not defined under Acute Dental Conditions.

F. Pet Accidental Death or Essential Euthanasia Benefit. The Insurer shall pay the:

1. Accidental Death Benefit if the Insured Pet dies as a result of a Covered Accidental Injury; or
2. Essential Euthanasia Benefit if the Insured Pet is euthanized as a result of a Covered Accidental Injury or Covered Illness provided that it was deemed humane, and essential without any other alternative course of action by the Veterinarian while the Policy is in force.

The following are not covered under Pet Accidental Death and Essential Euthanasia Benefit:

1. Voluntary euthanasia (i.e. non-essential euthanasia);
2. Accidental death or euthanasia occurring outside of the Philippines.

G. Petnap Benefit. The Insurer shall pay the Petnap Benefit in the event of a Petnapping of the Insured Pet committed by a Third Party while the Policy is in force and occurring within the Philippines. The Petnapping must be reported to the police within forty-eight (48) hours of discovering the Petnapping of the Insured Pet. The Petnap Benefit shall only be payable once during the lifetime of the Insured Pet.

H. Pet International Travel Emergency Medical Treatment Benefit. The Insurer shall reimburse the Veterinary Expenses incurred by the Insured Pet Owner, subject to the limits stated in the Policy Data Page, arising from a covered condition sustained by the Insured Pet under Pet Medical Reimbursement for Covered Accidental Injuries Benefit, Pet Medical Reimbursement for Covered Illnesses Benefit, or Pet Acute Dental Conditions Benefit, if attached to this policy, sustained while on a trip outside of the Philippines with the Insured Pet Owner and while the Policy is in force, and is subject to:

1. The conditions, exclusions, waiting periods, and benefit amount limits as stated in the Policy Data Page for the covered condition;
2. The payment of the benefits under this section to the Insured Pet Owner in PHP at the exchange rate applicable on the date of claim notification.

The Insured Pet Owner must obtain the required permit from the Bureau of Animal Industry, airline or shipping company for the Insured Pet and must comply with the requirements for international pet travel of the destination country for this benefit to be payable.

The following are not covered under Pet International Travel Emergency Medical Treatment Benefit:

1. any Veterinary Expenses arising from an international trip lasting more than thirty (30) days;
2. any Veterinary Expense if the Insured Pet Owner or the Insured Pet live permanently outside of the Philippines;
3. exchange commission or bank charges incurred for foreign payment for the Veterinary Expenses incurred by the Insured Pet Owner;
4. Veterinary Expenses incurred for any condition arising when the Insured Pet was not under the direct care of the Insured Pet Owner;
5. any Veterinary Expenses arising from a condition sustained while in quarantine;
6. any travel or repatriation charges to return the Insured Pet to the Philippines.

- 2. BENEFIT AMOUNT LIMITATION.** The total amount of benefits payable from this Policy and other in force policies and/or supplementary contracts issued by the Insurer shall be subject to the maximum aggregate limit set and prevailing at the time this Policy was issued.

Should the total benefits payable from this Policy and from all in force policies and supplementary contracts issued by the Insurer covering the Insured Pet Owner exceed the limit, then the benefit under the last policy(ies) or supplementary contract(s) which gave rise to the excess shall be correspondingly reduced and a proportionate refund of the Premiums paid on such portion of the benefit shall be made to the Insured Pet Owner, without interest.

- 3. AGGREGATE LIMIT OF LIABILITY PER CONVEYANCE.** The Insurer shall not be liable for any amount in excess of the Aggregate Limit of Liability per conveyance for any one Accident, as specified in the Policy Data Page. For the purpose of this provision, conveyance shall mean the act of or process of transporting, transferring or carrying a person or group of persons from one place to another. If the aggregate amount of all indemnities otherwise payable by reason of coverage provided under all accident insurance policies issued by the Insurer exceeds the Aggregate Limit of Liability, the amount of insurance payable with respect to each Insured Pet Owner shall be proportionately reduced until the aggregate amount of all indemnities does not exceed the Aggregate Limit of Liability.
- 4. DISAPPEARANCE.** If the Insured Pet Owner disappears and is not found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured Pet Owner was an occupant under circumstances as would otherwise be covered hereunder, it shall be presumed that the Insured Pet Owner suffered death covered under this Policy at the time of such disappearance, sinking, or wrecking. If at any time after settlement of claims, the Insured Pet Owner shall be found to be alive, all amounts so paid will be refunded by the beneficiaries to the Insurer.

5. GENERAL EXCLUSIONS

The Insurer shall not be liable for any benefit under this Policy for losses, costs, or expenses of whatever nature, directly or indirectly caused by or arising from any one of the following:

1. Intentionally self-inflicted injuries, suicide or any attempt thereof of the Insured Pet Owner, while sane or insane;
2. Any bodily or mental infirmity, disease or sickness, or infection of the Insured Pet Owner other than infection occurring at the same time with or because of an accidental cut or wound;
3. by homicide, murder, assault or any attempt thereof, or physical injuries, occasioned by the provocation of the Insured Pet Owner;
4. participation in any fight or brawl by the Insured Pet Owner;
5. Accident occurring while the Insured Pet Owner is serving on full-time or part-time active duty in the Armed Forces of any country or international authority;
6. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, civil commotion assuming the proportion of or amounting to a popular uprising. This exclusion shall not be affected by any endorsement which does not specifically refer to it in whole or in part;
7. Poison, gas or fumes voluntarily taken, or any nuclear reaction, nuclear radiation or radioactive contamination, and chemical or biological contamination. For the purposes of this exclusion, "contamination" means the contamination or poisoning of people by nuclear and/or chemical and/or biological substances which cause illness and/or disablement and/or death;
8. Accident occurring while the Insured Pet Owner is operating or learning to operate or serving as a crew member of an aircraft or seacraft. Coverage with respect to flying shall be limited to loss(es) occurring while the Insured Pet Owner is riding solely as a passenger, not as an operator or crew member, in boarding or alighting from a certified passenger aircraft abiding by the Rules & Regulations warranted by the Civil Aviation Authority of the Philippines ("CAAP") and its foreign counterparts and other concerned government agency/ies as it pertains to the aircraft operations undertaken;
9. Accident occurring while the Insured Pet Owner is engaged in any dangerous sports or hobbies. Dangerous sports or hobbies shall mean any activity involving speed, height, elevated level of physical exertion, or uncontrollable variables including weather, terrain, wind, water and snow. These are activities recognized to introduce or increase the possibility of Injury or Accident such as but not limited to all-terrain vehicle (ATV), banana boating, diving, glider flying, horseback riding, hot air ballooning, jet ski, kayaking, mountain climbing, racing on wheels, rowing, safari, sailing, scuba diving, skateboarding, snorkeling, surfing, target rifle shooting, trekking, yachting, zip lining, zorbing or any other hobbies which are comparably dangerous and risky unless sports premium is paid;
10. Accident occurring while the Insured Pet Owner is riding or operating any motorized two-wheeled vehicle for racing, speed test or exhibition;
11. Accident caused by the effect of alcohol or any unprescribed drug on the Insured Pet Owner. Unprescribed shall mean: (a) any medication not legally prescribed by a Physician; (b) any medication taken beyond the instructions prescribed; (c) any medication that are beyond the therapeutic dose and indication/s; or (d) illegally obtained medication;
12. Any violation or attempted violation of the law or resistance to arrest by the Insured Pet Owner;

13. Cosmetic or plastic surgery, any dental work, treatment or surgery, eye or ear examination, except to the extent that any of them is necessary for the repair or alleviation of damage to the Insured Pet Owner or Insured Pet caused solely by Accident;
14. Accident occurring while the Insured Pet Owner is performing the duties of his profession: Acrobats, Asylum Attendants, Aviators, Boilermen, Detectives, Divers, Explosive Makers, Firemen, Fishermen, Loggers, Miners, Policemen, Sailors, Sawmill Workers, Secret Service Personnel, Wood-Working Machinists, Underground Workers, and Window Cleaners;
15. Acts of Terrorism. For the purpose of this exclusion, an "act of terrorism" means an act, including but not limited to, the use of force or violence, atomic/ biological/ chemical weapons, weapons of mass destruction, disruption or subversion of communication and information systems infrastructure and/or the contents thereof, sabotage or any other means to cause or intended to cause harm of whatever nature and/or the threat of any of the aforementioned acts, of any person or group(s), whether acting alone or in behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear;
16. Veterinary Expenses incurred outside of the Philippines except as provided by the Pet International Travel Emergency Medical Treatment Benefit when this benefit is stated on the Policy Data Page as being covered by the Policy;
17. Insured Pet's Pre-Existing Conditions. For the purpose of this exclusion, Pre-Existing Condition shall mean any Sickness or Injury to the Insured Pet which first occurred or showed symptoms one (1) year prior to the Policy Effective Date or date of effectivity of its last reinstatement, if any;
18. Insured Pet's congenital disorders such as but not limited to anatomical abnormalities, genetic, neurological disorders and those caused by teratogens;
19. Injury or sickness to the Insured Pet due to the Insured Pet Owner's intentional, neglectful or preventable act;
20. Injury or sickness to the Insured Pet as a result of dog fighting, racing or any other commercial use of the Insured Pet, e.g. breeders;
21. Costs covered by any other insurance except for any additional sum which is payable over and above such other insurance.

GENERAL PROVISIONS

1. **ENTIRE CONTRACT.** This Policy, the Application, the Policy Data Page, all endorsements, and duly specified attachments, including any benefit rider, shall constitute the Entire Contract. The provisions of this Policy shall apply to all attachments in this Policy. Any provision of this Policy that is inconsistent with the provisions of an attachment shall be superseded by the provisions of that attachment. The provisions of an attachment shall apply only to that attachment and not to any other part of this Policy, unless specified otherwise. In any attachment, the term "Policy" shall refer to this Policy. No change in this Policy shall be valid until approved by a duly authorized officer of the Insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions. None of the provisions, conditions and terms of this Policy shall be waived or altered except in accordance with the pertinent provisions of Section 50 of the Insurance Code.

All statements made by the Insured Pet Owner shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used as a defense to a claim or used in any contest unless a copy of the instrument containing such statement is furnished to the Insured Pet Owner.

2. **ELIGIBILITY/DESCRIPTION OF THE INSURED PET OWNER.** The persons eligible for insurance coverage under this Policy are persons aged eighteen (18) to seventy (70) years old who are in Good Health and actively and independently performing three (3) or more of the Activities of Daily Living without any aid or support at the time his coverage shall take effect.

The following persons are not eligible to be covered under this Policy: Detectives, Secret Service Personnel, or any person that is part of the Armed Forces or Police Forces of any country or international authority, whether performing or not performing the duties of his profession.

3. **ELIGIBILITY/DESCRIPTION OF THE INSURED PET.** Only the following pets are eligible for insurance under this Policy:
 - a. A dog (*Canis lupus familiaris*) that is owned by the Insured Pet Owner for companionship and not for commercial reasons such as but not limited to racing, breeding and law enforcement. The pet dog shall be at least three (3) months old and up to six (6) years old at the time this Policy becomes effective; or
 - b. A cat (*Felis catus*) that is owned by the Insured Pet Owner for companionship and not for commercial reasons such as but not limited to racing, breeding and law enforcement. The cat shall be at least three (3) months old and up to six (6) years old at the time this Policy becomes effective.
 - c. A dog or cat that is not older than twelve (12) years old at the time this Policy becomes effective, provided it has been continuously insured under a similar Pet Owner's Personal Accident Insurance Policy issued by the Insurer since the age of six (6).
4. **VOID POLICY.** This Policy shall be void and cancelled if at the time this Policy becomes effective, a similar Pet Owner's Personal Accident Insurance Policy issued by the Insurer covering the Insured Pet is already in force. Under a void policy, the liability of the Insurer shall be limited to the refund of the Premiums received, without interest.

- 5. ERRORS.** The Insurer may correct any Error of whatever nature, including misstatement of age, affecting this Policy and its attachments.

If the age of the Insured Pet Owner or Insured Pet has been misstated, the benefit amounts are adjusted to the correct amount which the premium due would have purchased using the correct age.

In case at the correct age, the Insured Pet Owner or Insured Pet is not eligible for any benefit under this Policy, the liability of the Insurer is limited to the refund of the premiums received, without interest.

- 6. POLICY EFFECTIVE DATE.** The Policy Effective Date serves as the beginning date of coverage of the Insured Pet Owner and the Insured Pet. This Policy is issued in consideration of the Application and becomes effective only upon receipt of the premium due and upon approval for issuance by the Insurer. The Policy Effective Date shall be used as the basis in determining the policy anniversaries, premium due dates, and policy years and months.

- 7. GRACE PERIOD.** After the payment of the initial Premium due, any subsequent Premium due must be paid in full not later than thirty-one (31) days after its due date. Any unpaid Premium due shall be automatically deductible from any benefit that may arise during the thirty-one (31)-day Grace Period.

- 8. FREE-LOOK PERIOD.** If the Insured Pet Owner is not completely satisfied with this Policy, he may return it to the Insurer within the Free-Look Period, together with a written notice, signed by the Insured Pet Owner, requesting cancellation. In such cancellation, premiums paid shall be refunded in full. No refund can be made when a claim has been received by the Insurer at any of its offices.

If the coverage period is more than six (6) months, the Free-Look Period is fifteen (15) calendar days from the receipt of this Policy. If the coverage period is less than six (6) months but more than thirty (30) days, the Free-Look Period is five (5) calendar days from the receipt of this Policy. There is no Free-Look Period if the coverage period is thirty (30) days or less.

This Policy is received by the Insured Pet Owner when it is delivered at the address registered with the Insurer. If sent by mail, the Policy shall be deemed received by the Insured Pet Owner within ten (10) days from the date of mailing. If sent via electronic means, the Policy shall be deemed received on the date it is sent to the e-mail address registered with the Insurer.

- 9. REINSTATEMENT OF POLICY.** This Policy may be reinstated provided a written application for reinstatement is received by the Insurer together with all amounts necessary to put this Policy in force subject to the Insurer's existing underwriting requirements. A reinstatement becomes effective only upon its approval by the Insurer. The original of this Policy must be returned to the Insurer for any amendment.

- 10. CANCELLATION CLAUSE.** This Policy shall not be cancelled by the Insurer except upon prior notice thereof to the Insured Pet Owner, and no notice of cancellation shall be effective unless it is based on the occurrence, after the Policy Effective Date, of one or more of the following:

- a) non-payment of premiums;
- b) conviction of crime arising out of acts increasing the hazard insured against;
- c) discovery of fraud or material misrepresentation;
- d) discovery of willful or reckless acts or omissions increasing the hazard insured against;
- e) a determination by the Insurance Commission that the continuation of this Policy would violate or would place the Insurer in violation of the Insurance Code.

All notices of cancellation shall be in writing, mailed or delivered to the Insured Pet Owner at the address shown in the Application or sent to the e-mail address registered with the Insurer, and shall state: (1) which of the grounds set forth in this provision is relied upon; and (2) that, upon written request of the Insured Pet Owner, the Insurer will furnish the facts on which cancellation is based.

If the Insured Pet Owner cancels this Policy, notice of which must be in writing, the amount of refund shall be the unearned premium for the remaining coverage period net of taxes, as indicated in the table below:

Month of cancellation	Refund as a percentage of the Annual Premium
1	58%
2	53%
3	48%
4	42%
5	37%
6	32%
7	26%
8	21%
9	16%
10	11%
11	5%
12	0%

No refund can be made when a claim has been received by the Insurer at any of its offices.

11. TERMINATION OF POLICY. This policy and all insurance thereunder provided terminates upon the earliest of the following dates:

- a) the Policy Expiry Date as specified in the Policy Data Page;
- b) the policy anniversary on or immediately following the date the Insured Pet Owner attains exact age seventy-one (71);
- c) the date the Insured Pet Owner dies;
- d) the date the cancellation request from the Insured Pet Owner takes effect;
- e) on the day following the end of the Grace Period, if no premiums are paid; or
- f) the date the Insured Pet Owner becomes employed as Detective, Secret Service Personnel, or part of the Armed Forces or Police Forces of any country or international authority, whether performing or not performing the duties of his profession.

Termination of insurance shall not affect any claims arising prior to the date of such termination.

12. NOTICE OF LOSS. In case of bodily injury or death of the Insured Pet Owner, written notice of loss must be given to the Insurer within thirty (30) days after date of loss or soon thereafter as is reasonably possible. In the event of accidental death, immediate notice thereof must be given to the Insurer. Notice should include the Insured Pet Owner's name and the policy number. In case of injury or death of the Insured Pet, completed Claim Forms and written Proof of Loss together with other requirements such as but not limited to the operative report, must be furnished within thirty (30) days after the date of such loss.

13. SUFFICIENCY OF NOTICE. Written Notice of Loss given by or in behalf of the Insured Pet Owner or Beneficiary, to the Insurer or to any authorized representative of the Insurer, with information sufficient to identify the Insured Pet Owner, shall be deemed to be notice to the Insurer.

14. CLAIM FORMS. The Insurer upon receipt of a Notice of Loss, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished by the Insurer within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting within the time fixed in this Policy for filing Proofs of Loss, written proof covering the occurrence, the character and extent of the loss for which claim is made. All Policy Data, information and evidence, other than the usual claim forms, which the Insurer may reasonably require in support of a claim shall be furnished by the claimant.

15. PROOF OF LOSS. Completed claim forms and written Proof of Loss must be furnished to the Insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time.

16. PHYSICAL EXAMINATION & AUTOPSY. The Insurer at its own expense shall have the right and opportunity to examine the Insured Pet Owner or the Insured Pet when and as often as it may reasonably require during the pendency of a claim under this Policy and to make an autopsy in the case of death where it is not forbidden by law.

- 17. TO WHOM PAYABLE.** In the event of death of the Insured Pet Owner, benefit is payable to the first surviving classes of beneficiaries in successive preference: the Insured Pet Owner's (1) legal spouse; (2) child(ren); (3) parents; (4) brothers and sisters, otherwise; (5) the Insured Pet Owner's estate.

Beneficiaries may be changed by the Insured Pet Owner by filing a written and signed request in a form acceptable to the Insurer. A change of beneficiary takes effect only upon the Insurer's receipt and acknowledgment of such amendment.

All other payments under this insurance shall be paid to the Insured Pet Owner. If the Insured Pet Owner is a minor, incompetent, or otherwise unable to give a valid release for the claim, the Insurer may make arrangements to pay claims to the Insured Pet Owner's legal guardian, committee or other qualified representative.

Payment by the Insurer to the Insured Pet Owner or his beneficiaries shall completely discharge the Insurer's liability with respect to the amounts so paid.

- 18. WHEN CLAIM PAYABLE.** Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid within thirty (30) days after receipt of due written proof of such loss and ascertainment of the loss; but if such ascertainment is not made within sixty (60) days after such receipt of written Proof of Loss, then the loss shall be paid within ninety (90) days after such receipt. Subject to due written Proof of Loss, all accrued indemnities for loss which this Policy provides periodic payment will be paid immediately upon receipt of due written proof.

- 19. ASSIGNMENT.** No assignment of interest under this Policy shall be binding upon the Insurer unless and until the original or a duplicate thereof is filed with the Insurer. The Insurer does not assume any responsibility for the validity of any assignment.

- 20. CONTROLLING LAW.** Under this contract, the Insurer elects as its domicile its head office at 108 Paseo de Roxas, Legazpi Village, Makati City, Philippines. The contracting parties declare that they will submit to the jurisdiction of the Philippine courts and waive any proceedings in any other country.

- 21. MEDIATION.** In the event of controversy or claim arising out of or relating to this contract or a breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the Insurance Commission or any recognized mediation institution under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.

- 22. COMPLYING WITH POLICY CONDITIONS.** The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by an Insured Pet Owner and the truth of the statements and answers in any proposal and/or application and of evidence required from an Insured Pet Owner in connection with this insurance shall be conditions precedent to any liability of the Insurer to make any payment under this Policy.

- 23. EXCEPTIONAL CIRCUMSTANCES.** The Insurer or its authorized representatives cannot be held liable for delays in the execution of services in the event of strikes, riots, any act of terrorism or sabotage, civil or foreign war, release of heat or irradiation coming from the splitting of nuclei of atoms, radioactivity, other accidents or cases of natural events.

All interventions by the Insurer or its authorized representatives are conducted within the context of the national and international laws and regulations and are dependent on the necessary authorizations being obtained from the competent authorities.

- 24. SUBROGATION.** If the Insurer has paid a claim which may be recoverable from a Third Party, the Insurer shall be subrogated to all the rights of recovery of the beneficiary or Insured Pet Owner against any person, organization or entities. The beneficiary or Insured Pet Owner shall execute and deliver such instruments and documents or perform whatever actions necessary to secure such rights. The beneficiary or Insured Pet Owner shall take no action after the loss that will prejudice the rights of recovery of subrogation.

- 25. TRADE EMBARGO.** The Insurer is not liable to make any payments for liability under any coverage sections of this Policy or make any payments under extension for any loss of claim arising in, or where the Insured Pet Owner or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the Insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured Pet Owner or any other beneficiary under the Policy. It is further understood and agreed that no benefits or payment will be made to any beneficiary (ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Insurer, its parent company or its ultimate controlling entity.

- 26. LEGAL ACTION CLAUSE.** The venue of any action to enforce the obligation arising from this Policy shall be the proper court in the Philippines. Unless the claim has been rejected, no action at law or in equity shall be brought either to the Insurance Commission or any court of competent jurisdiction to recover on this Policy prior to expiration of sixty (60) days after Proof of Loss has been filed in accordance with the requirements of this Policy, nor shall such action be brought after the end of two (2) years from the date of receipt of denial of the claim.
- 27. CIVIL CODE 1250 WAIVER CLAUSE.** The Provision of Article 1250 of the Civil Code of the Philippines (R.A. No. 386) which reads in part, "In case an extraordinary inflation or deflation of the Currency stipulated should supervene, the value of the Currency at the time of establishment of the obligation shall be the basis of payment..." is understood and agreed not to apply in determining the extent of any liability of the Insurer in this Policy.

IMPORTANT NOTICE

The Insurance Commission, with offices in Manila, Cebu, and Davao, is the government office in charge of the enforcement of all laws related to insurance and has supervision over insurance providers and intermediaries. It is ready at all times to assist the general public in matters pertaining to insurance. For any inquiries or complaints, please contact the Public Assistance and Mediation Division (PAMD) of the Insurance Commission at 1071 United Nations Avenue, Manila with the telephone numbers +632-85238461 to 70 and with email address publicassistance@insurance.gov.ph. The official website of the Insurance Commission is www.insurance.gov.ph.