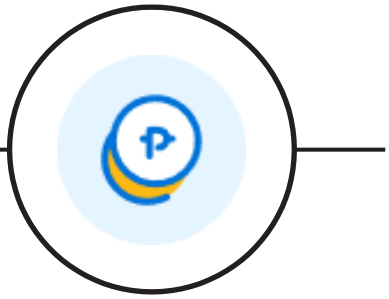
Insurance for Seniors (GoldCare Plan)

Terms and Conditions



BDO Insure

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Insurance provided by:

Prudential Guarantee and Assurance, Inc.

Insurance for Seniors (GoldCare Plan)
Terms and Conditions

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Part 1: Benefits
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Dismemberment and Permanent Total Disability Benefit
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I.DESCRIPTION OF COVERAGES

Insurance for Seniors
In light of the provisions set forth in the enrollment method utilized, which shall serve as the basis of this agreement and the original evidence of which is on file with Prudential Guarantee and Assurance, Inc. (hereinafter referred to as "PRUDENTIAL GUARANTEE") and incorporated into this Policy, the payment of premiums in advance and in accordance with all the exclusions, stipulations, and other conditions of this Policy, PRUDENTIAL GUARANTEE hereby provides insurance coverage for the individual specified (hereinafter referred to as the "Insured or Insured Person") against the losses outlined in the Policy Schedule.

IN ATTESTATION THEREOF, PRUDENTIAL GUARANTEE has caused the execution of this Policy to commence on the Effective Date indicated in the Policy Schedule, with the understanding that no insurance shall be deemed effective unless the Policy Schedule is endorsed by an authorized representative of PRUDENTIAL GUARANTEE.

PART I – BENEFITS

A.

1. ACCIDENTAL DEATH AND TOTAL DISABLEMENT BENEFIT

If the Insured Person sustains accidental bodily injury resulting in their demise or complete and permanent incapacitation within one-hundred and eighty (180) days from the accident date, PRUDENTIAL GUARANTEE will disburse the Personal Accident Benefit amount as indicated in the Policy Schedule.

2. DISMEMBERMENT AND PERMANENT TOTAL DISABILITY BENEFIT

PRUDENTIAL GUARANTEE shall indemnify the specified amounts outlined, not surpassing 100% of the designated Principal Sum as indicated in the Policy Schedule, irrespective of the varying losses sustained by the Insured Person.

TABLE OF INDEMNITIES – ACCIDENT RELATED INJURIES

DESCRIPTION OF DISABLEMENT	Percentage of the Principal Sum Insured
Death	100%
Loss of two limbs	100%
Loss of both hands, or all fingers and both thumbs	100%
Loss of both feet	100%
Total loss of sight of both eyes	100%
Injuries resulting in being permanently bedridden	100%
Any other injury causing permanent total disablement	100%
Loss of arm at or above elbow	70%
Lost of arm between elbow and wrist	60%
Loss of hand	50%
Loss of four fingers and thumb of one hand	42%
Loss of four fingers	35%
Loss of thumb	15%
Loss of index finger	10%
Loss of middle finger	6%
Loss of ring finger	5%
Loss of little finger	4%
Loss of metacarpals-first of second (additional)	3%
Third, fourth or fifth (additional)	2%
Loss of leg at or above knee	60%
Loss of leg below knee	40%
Loss of one foot	50%
Loss of toes-all of one foot	15%
Loss of big toe	5%
Loss of any toe other than big toe	1%
Loss of sight one eye	50%
Loss of hearing-both ears	50%
Loss of hearing-one ear	25%

B. DAILY HOSPITAL CASH ASSISTANCE

If, as a result of "Accident Bodily Injury" or "Sickness", an Insured Person is necessarily Confined within a Hospital as an In-patient under the care of a legally qualified and registered Physician other than the Insured Person, PRUDENTIAL GUARANTEE will pay the Daily Benefit stated in the Policy Schedule for each Full Day of Hospital Confinement, beginning on the first day of such Confinement but not to exceed 30 days per accident/illness, per confinement and maximum of 180 days per policy year.

C. ADDITIONAL CASH ASSISTANCE FOR ICU

In addition to the Daily Hospital Cash Assistance Benefit, should hospitalization due to bodily injury or sickness necessitate confinement in the Hospital's Intensive Care Unit (ICU), PRUDENTIAL GUARANTEE will provide the Additional Hospital Cash Assistance Benefit as specified in the Policy Schedule for each complete day of hospitalization. This coverage commences on the initial day of confinement and is limited to a maximum of 30 days per accident/illness, per confinement, and up to a total of 180 days per policy year.

D. SURGICAL CASH BENEFIT

Pays a lump sum benefit up to the limit specified in the policy schedule for every covered surgery due to accident or illness.

PART II – DEFINITIONS

1. **"Policy Schedule"** means the Policy Schedule, which is attached to and forms part of this Policy.
2. **"Insured Person"** means the cardmember/depositor named in the Policy Schedule, under seventy-five (75) years of age on the Effective Date of Insurance, renewable up to 80 years old.
3. **"Anniversary Date"** means every 12 months after the Effective Date of the Insurance Policy.
4. **"Policy Period"** means 12 months from effective enrollment date and/ anniversary date.
5. **"Accident Bodily Injury"** means accidental bodily injury occurring whilst this Policy is in force, resulting solely, directly and independently of all other causes from an accident caused by external, violent and visible means.
6. **"Sickness"** means sickness or disease contracted and commencing while the Insured Person, whose sickness is the basis of claim, is insured under this Policy, except as provided in Item 12 (Pre-Existing Condition) of this Part of this Policy. Such sickness must result, directly and independently of all other causes, in Hospital Confinement covered by this Policy.
7. **"Physician"** means a legally licensed physician or surgeon duly registered and practicing within the scope of his license pursuant to the laws of the country in which such practice is maintained. Physician shall not include the Insured Person or a relative including immediate family member of such Insured Person unless approved by PRUDENTIAL GUARANTEE.
8. **"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 the sick, ailing or injured persons as in-patients;
    c. provides 24-hour a day nursing service by registered or graduate 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 or, other than incidentally, a place for alcoholics or drug addicts.
9. **"Confined"** or **"Confinement"** means confinement in a Hospital which is absolutely necessary or when it cannot be treated as an Out-patient and therein as an In-patient on the advice of and under the regular care and attendance of a Physician.
10. **"In-patient"** means a person admitted to a Hospital as a resident or bed-patient for at least one Full Day.
11. **"Full-day"** means Hospital Confinement for which the Hospital charges a full room and board charge for one day.
12. **"Pre-Existing Condition"** means medical condition or physical condition (injury or sickness) which is in any way evident to the insured before the effectivity of the Policy or the natural history/ pathogenesis of such condition can be clinically determined to have started prior to the effectivity date of coverage, whether or not the insured is aware of such injury or sickness, or for which the insured received treatment, or have consulted a physician for treatment or have been taking medications for.

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PART III – SPECIAL BENEFIT PROVISION

An Insured Person shall not be covered under more than one Acci-Premier Plus Policy. In the event that an Insured Person is covered under more than one such policy, PRUDENTIAL GUARANTEE will consider that person to be insured under the policy which provides the highest benefit. When the benefit under each such policy is identical, it will be considered that Insured Person to be insured under the policy first issued.

PRUDENTIAL GUARANTEE will refund any duplicated insurance premium payment, which may have been made by or on behalf of that person. Except as provided above, benefit under this Policy shall be paid in addition to any other insurance benefit to which the Insured Person may be entitled.

PART IV – EFFECTIVE DATE AND TERMINATION

This Policy takes effect on the Effective Date stated in the Policy Schedule, at 12:00 Noon Standard Time and shall continue in effect as long as the premium is paid as herein agreed, unless and until either the Insured Person or PRUDENTIAL GUARANTEE terminates this Policy in accordance with the provisions entitled "Termination". Policy years and policy anniversaries shall be determined from the Policy Effective Date specified herein.

1. Right to Return Policy

In the event the Policyholder is not satisfied with the original Policy for any reason, it may be returned to PRUDENTIAL GUARANTEE for annulment within ten (15) days after receipt of the original Policy by the Policyholder. Any premium billed to the Insured Cardmember or Depositor's Account will be refunded without interest by crediting such premium to his/her Account.

In such event, this Policy shall be deemed to have been void from the Effective Date of Insurance and PRUDENTIAL GUARANTEE shall not be liable for any Bodily Injury or Sickness occurring prior to the return of this policy.

2. Termination by the Insured Person

If the Policyholder subsequently gives notice in writing to PRUDENTIAL GUARANTEE to terminate cover with respect to any or all Insured Persons included hereunder, such termination shall become effective thirty (30) days from which such notice is received or on the date specified in such notice, whichever is the later.

3. Automatic Termination

This Policy shall terminate immediately on the earlier of any of the following events:
i. The termination of the Insured Cardmember or Depositor's Account to which premium payable for this Policy is charged.
ii. Upon death of the Insured Person.
iii. The Anniversary Date following the Insured Person's attainment of age 80.

4. Termination for the Non-payment of Premium

4.1 In the event that the initial premium charged to the Insured Cardmember or Depositor's Account is not paid, this Policy shall be deemed to have been void from the intended Effective Date of Insurance.
4.2 If one or more premiums charged to the Insured Cardmember or Depositor's Account has been paid, non-payment of any subsequent premium shall terminate any insurance under this Policy, as of the due date of such unpaid premium.

5. Position of Claims Upon Termination

Any termination shall be without prejudice to any claims relating to an event that occurred prior to the effective date of termination.

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6. Premium Position Upon Termination

Monthly Premium Payments

In the event any premium has been paid for any period beyond the date of termination of this Policy, the relevant proportion thereof shall be credited without interest to the Insured Cardmember or Depositor's Account or refunded without interest to the Insured Cardmember or Depositor by PRUDENTIAL GUARANTEE. If premium has not been paid for any period up to the date of termination as aforesaid, the Insured Cardmember or Depositor shall be liable to PRUDENTIAL GUARANTEE for the payment of such premium, which PRUDENTIAL GUARANTEE may, at its option, charge to the Insured Cardmember or Depositor's Account.

Annual Premium Payments

If the premium is paid on an annual basis and the Insured Cardmember or Depositor requests for the cancellation of the Policy, earned premiums shall be computed in accordance with the following percentages:

	Percent of Annual Premium (computed based on premiums exclusive of documentary stamps and premium taxes)
2 months	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

PART V – PREMIUM

1. Premium Payment

   The premium, as stated in the Policy Schedule, will be charged to the Insured Credit Card/Depositor's Account when due unless notification of termination is received from the Policyholder as provided under Part V.

2. Premium Due Dates

   The premium as stated in the Policy Schedule shall be due on the Effective Date of Insurance.
   a. If payable monthly, on the same date of each month thereafter. If the month for which premiums are due does not have a corresponding date, then the premium shall be paid on the last day of that month.
   b. If payable yearly, on each Anniversary Date.

PART VI – GENERAL EXCLUSIONS

PRUDENTIAL GUARANTEE shall not be liable in respect of Bodily Injury or Sickness which, directly or indirectly, is caused by, arises in connection with, is a consequence of, or is contributed by any of the following:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, riot, strike and civil commotion, rebellion, revolution, insurrection or military or usurped power; or any warlike operations;
2. Engaging in military duty with any armed forces of any country or international authority;
3. Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
4. Engaging in (or practicing for or taking part in training peculiar to) aqualung or scuba diving, climbing or mountaineering necessitating the use of ropes or guides, potholing, parachuting, hang-gliding, winter sports, professional sports with the exception of basketball, or racing other than on foot, or participating in any dangerous sports;
5. Illegal or unlawful acts of an Insured Person or the executors, administrators, legal heirs or personal representatives;
6. The Insured Person driving any kind of vehicle while the alcohol content of his or her blood exceeds the level permitted by law of the country while the accident-causing bodily injuries occurs;
7. Engaging in aviation other than as a fare paying passenger in a fixed-wing aircraft operated by an airline or air charter company, which is duly licensed for the regular transportation of fare paying passengers;
8. Engaging in the making or handling of explosives or upon being engaged as a custodian of explosives;
9. Congenital anomalies and conditions;

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Part 6: General Exclusions

Premium Position Upon termination
Part 5: Premium
Part 6: General Exclusions
Part 7: Sabotage and Terrorism Exclusion

10. Hospital Confinement for (a) rest cures, (b) periodic checkups, (c) cosmetic or plastic surgery, (d) any dental work, dental treatment or eye examination except as result of Bodily Injuries, (e) mental or nervous disorders, drug addiction, alcoholism;
11. Pregnancy, childbirth or miscarriage, or any complications of these;
12. Any pre-existing disease known or unknown to the Insured at the time of enrollment. A pre-existing disease is any illness or medical condition already affecting an Insured before the effectivity date of his/her coverage. An illness or injury is considered to have been in existence prior to the effectivity date if:
    a. Any pre-enrollment professional advice or treatment was obtained by the Insured or such illness or medical condition
    b. Such illness or medical condition has been its nature, manifestations and conditions evident to the Insured
    c. The onset and pathogenesis can be clinically determined to have started prior to the Insured's enrolment
    d. The illness or medical condition can be clinically determined to have started prior to the effective date of the Insured's coverage
    e. Medical conditions disclosed in an application form
    f. Within the look back period of two (2) years prior to the day the Insured purchase an insurance policy

If the insured were medically stable after the look back period and secure insurance contract, it is not considered a pre-existing condition subject to the Insured being medically stable when purchasing this insurance policy.

13. The Policy shall not be liable in respect to hospital confinement due, directly or indirectly, is caused by the following pre-existing diseases suffered or acquired before the insured's effective date or diagnosed to be suffering within six months after Policy effective date;
    a. Malignant Tumors of the internal organs, skin, breasts and muscular tissues,
    b. All cancers,
    c. Aneurysm
    d. d. Rheumatic Heart Disease,
    e. Hypertensive Coronary Heart Disease
    f. Liver Cirrhosis
    g. Chronic Obstructive Lung Disease
    h. Cerebro-Vascular Accidents secondary to hemorrhage or thrombosis
    i. Tuberculosis,
    j. Endocrine Disorders such as;
        i. Endocrine gland hyposecretion (leading to hormone deficiency),
        ii. Endocrine gland hypersecretion (leading to hormone excess),
    k. Amyotropic Lateral Sclerosis,
    l. Aplastic Anemia and Leukemia
    m. Lupus Erythematosus
    n. Fulminant Viral Hepatitis
    o. Organ transplant recipients
    p. Parkinson's Disease
    q. Kidney and Liver failure
    r. Motor Neuron Disease
    s. Poliomyelitis
    t. Progressive Bulvar Palsy
    u. Progressive Muscular Atrophy
    v. Terminal illness which in the opinion of an appropriate medical consultant is irreversible.

    Hospital confinements of other pre-existing illness/es not enumerated in the exclusion list shall be payable after 12 months of continuous cover.

14. Motorcycling accidents;
15. The Insured Person having taken a drug unless it is proven that the drug was taken in accordance with proper medical prescription and not for the treatment of drug addiction;
16. Sexually-transmitted (venereal) disease;
17. Any condition that result from the use, existence or escape of nuclear weapons material or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
18. Critical illness arising from alcohol abuse.
19. Infection with Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any opportunistic infections and or malignant neoplasm (tumor) found in the presence of HIV, AIDS, or ARC:

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a. For the purposes of this exclusion, the term Acquired Immune Deficiency Syndrome shall have the meanings assigned to it by the World Health Organization, at the time of hospitalization;
b. Opportunistic infections shall include but are not limited to pneumocystic carinii pneumonia, organism or chronic enteritis virus and or disseminated fungi;
c. Malignant neoplasm shall include but not be limited to Karposi's Sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known causes of death in the presence of Acquired immune Deficiency Syndrome.

20. Non-emergency treatment, routine care/examinations or health check-ups not incidental to the treatment or diagnosis of suspected sickness or injury sustained during the period of Insurance.

PART VII – SABOTAGE AND TERRORISM EXCLUSION

The Policy does not cover loss or damage to the Insured caused by, or resulting from, contributed aggravated by any of the following perils, whether such loss or damage is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the Policy.

1. War, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack;
   a. by government or sovereign power (dejure or de facto) or by any authority maintaining or using military, naval or air forces; or
   b. by military, naval, or air forces; or
   c. by an agent of any such government, power, authority or force.

2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental;

3. Insurrection, mutiny, civil commotion assuming the proportion of or amounting to a popular rising, rebellion, revolution, sabotage, civil war, usurped power, or action taken by the government authority in hindering, combating, or defending against such occurrence, seizure or destruction;

4. Any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for terrorist purposes;

5. Hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck (s), train (s), or automobile (s), including any attempt, seizure, of control, made by any person or persons. Such loss or damage is excluded regardless of any cause, event of intervention that contributes concurrently or in any sequence to the loss or damage. Terrorist purpose means the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property(s), for the actual apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government.

PART VIII – GENERAL POLICY PROVISIONS

1. Consideration. This Policy is issued in consideration of the statements contained in the Enrollment Form or voice confirmation file and the Insured Person's agreement to pay premiums charged to his or her Credit Card Account.
2. Enrollment. Enrollment will be allowed using any of the enrollment methods stated below:
   a. Online enrollment thru our partner broker or using PGAI website enrollment portal
   b. Submission of completed and signed application form transmitted by postal or messengerial delivery
   c. Submission of completed and signed application form transmitted by facsimile
   d. Submission of completed application form via electronic mail
   e. Verbal agreement and acceptance by the Applicant confirmed via recorded telephone conversation with an authorized Telemarketer of PRUDENTIAL GUARANTEE, as such, submission of written application form is waived.
   f. Any of the following documents and/or information will form part of the entire contract of insurance:
      i. Completed and signed application form transmitted by postal or messengerial delivery
      ii. Completed and signed application form transmitted by facsimile
      iii. Completed application form transmitted via electronic mail
      iv. Tape, computer disc or any other medium used for the storage of recorded telephone conversation

3. Geographical Limits. Such insurance as is afforded under this Policy shall apply twenty-four (24) hours a day anywhere in the world unless otherwise endorsed or amended.
4. Terms and Conditions. Payment of any benefit under this Policy is subject to the Definitions, Exclusions, and all other terms and conditions pertinent to the benefit.
5. Entire Contract Changes. This Policy, including the Policy Schedule, endorsements and amendments, if any, and the application on the file with PRUDENTIAL GUARANTEE or attached herewith, constitute the entire contract of Insurance. None of the provisions, conditions and terms of the Policy shall be waived or altered except by the endorsement signed or initialed by an authorized official of PRUDENTIAL GUARANTEE and issued in accordance with the provisions of Section 50 of the Insurance Code as amended.
6. Jurisdiction. PRUDENTIAL GUARANTEE shall, in all competent judicial proceedings at the instance of parties suing in respect of matters arising out of this insurance, acknowledge the jurisdiction of the courts in The Republic of the Philippines only.
7. Legal Actions. If a claim be made and rejected and an action or suit be not commenced either in the Insurance Commission or any court of competent jurisdiction within twelve (12) months from receipt of notice of such rejection or in case of arbitration taking place as provided herein, with twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
8. Currency. Premiums and benefits payable under this Policy shall be in Philippine Peso.
9. Misstatement of Age. In the event that the age of an Insured Individual is inaccurately stated, the premium payable under this Policy shall be equivalent to what the premium paid would have procured at the accurate age. If, based on the accurate age of an Insured Individual, they are deemed ineligible for coverage under this Policy, Prudential Guarantee's liability shall be confined to the reimbursement of premiums made.
10. Grace Period. A grace period of thirty-one (31) days following the due date shall be allowed to the Insured Person for the payment of each premium after the first. If any premium is not paid on or before the expiration of the grace period, this Policy shall automatically discontinue at the expiration of the grace period, except that if the Insured Person shall have given Prudential Guarantee written notice in advance of an earlier date of discontinuance, this Policy shall discontinue as of such earlier date. The Insured Person shall be liable to Prudential Guarantee for the payment of a pro-rata premium for the time this Policy was in force during the grace period. Termination of this Policy or of insurance for any cause shall be without prejudice to any claim arising prior to the effective date of termination.
11. Reinstatement of Policy. If default be made in the payment of the premium which is due on this Policy, the subsequent acceptance of a premium by PRUDENTIAL GUARANTEE or by any of its duly authorized representative shall reinstate this Policy, but only to cover loss as may be sustained after the date of reinstatement.
12. Renewal Conditions. Subject to the terms and conditions of this Policy, payment of premium when due automatically renews the Policy. No renewal documents are issued and the existing Policy is the evidence of valid cover. This Policy may be renewed for further consecutive periods by the payment of premium on the effective date of the renewal at PRUDENTIAL GUARANTEE's premium rate in force at the time of renewal, subject to PRUDENTIAL GUARANTEE's right to decline renewal of this Policy on any anniversary date of the Policy upon giving fortyfive (45) days prior written notice mailed or delivered to the Policyholder at the address shown in the Policy of PRUDENTIAL GUARANTEE's intention not to renew the Policy or to condition its renewal upon reduction of limits or elimination of coverage. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.
13. Cancellation. This Policy shall not be cancelled by PRUDENTIAL GUARANTEE except upon prior notice thereto to the Policyholder, and no notice of cancellation shall be effective unless it is based on the occurrence, after the Effective Date of the Policy, of one or more of the following:
    a. non-payment of premium;
    b. conviction of a crime arising out of acts increasing the hazards insured against;
    c. discovery of fraud or material misrepresentation;
    d. discovery of willful or reckless acts of omissions increasing the hazards insured against; or
    e. determination by the Insurance Commissioner that the continuation of the Policy would violate or would place PRUDENTIAL GUARANTEE in violation of the Insurance Code.

    All notices of cancellation shall be in writing, mailed or delivered to the Insured at the address shown in this Policy and shall state: (i) which of the grounds set forth in this provision is relied upon, and (ii) that, upon written request of the Insured, PRUDENTIAL GUARANTEE will furnish the facts on which the cancellation is based.

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14. Claims Procedure. On the happening of any occurrence likely to give rise to a claim under this Policy, written notice shall be given to PRUDENTIAL GUARANTEE as soon as possible and, in any event, within 30 days after the date of the occurrence.

    Such notice by or on behalf of the Insured Person or beneficiary, as the case may be given to PRUDENTIAL GUARANTEE or to any authorized representative of PRUDENTIAL GUARANTEE with information sufficient to identify the Insured, shall be deemed notice to PRUDENTIAL GUARANTEE. Failure to give notice within the time provided in the Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and was given as soon as was reasonably possible.

    PRUDENTIAL GUARANTEE upon receipt of such notice of claim shall furnish to the claimant such forms as are usually furnished by it for filing proof of loss. If such forms are not furnished within thirty (30) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. All certificates, information and evidence other than the usual forms, which PRUDENTIAL GUARANTEE may reasonably require in support of a claim, shall be furnished by the Insured.

    Written proof of loss must be furnished to PRUDENTIAL GUARANTEE at its said office within ninety (90) days after the date of loss. Failure to furnish such proof within this time shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time.

    All certificates, information and evidence required by the Company shall be furnished at the expense of the insured or his legal personal representatives shall be in such form and such nature as the Company may prescribe. The Insured as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury. The Insured shall as soon as possible after the occurrence of any injury obtain and follow the advice of a duly qualified medical practitioner and the Company shall not be liable for any consequence arising by reason of the Insider's failure to obtain or follow such advice and use appliances or remedies as may be prescribed.
15. Physical Examination and Autopsy. PRUDENTIAL GUARANTEE at its own expense shall have the right and opportunity to examine the Insured Person when and as often as it may reasonably require during the pendency of the claim hereunder and to make an autopsy in case of death where it is not forbidden by law.
16. Settlement of Claim. The amount of any loss for which PRUDENTIAL GUARANTEE may be liable under this Policy shall be paid within thirty (30) days after due written proof of such loss and ascertainment of the loss; but if such ascertainment is not had or made within sixty (60) days after such receipt by PRUDENTIAL GUARANTEE of written proof of loss, then the loss shall be paid within ninety (90) days after such receipt.
17. To Whom Claims Paid. Benefits payable under this Policy shall be paid to the Insured Person or the Insured Cardmember. In the event of his or her death, benefit is payable to the Insured Person's personal designated beneficiary; otherwise, to the estate of the Insured Person. Any receipt which the Insured or anyone acting on the Insured Person's behalf or his or her personal beneficiary(ies) may give to Prudential Guarantee for benefits payable under this Policy shall be deemed a final and complete discharge of all liability of Prudential Guarantee in respect of such Benefit.
18. Fraudulent Claims. If any claim under this Policy shall be, in any respect fraudulent or if any fraudulent means or devices shall be used by the Insured Person or anyone acting on the Insured Person's behalf to obtain benefit under this Policy, PRUDENTIAL GUARANTEE shall be under no liability in respect of such claim and shall be entitled to terminate this Policy immediately.
19. Clerical Error. A clerical error by PRUDENTIAL GUARANTEE shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.
20. Notice of Trust. PRUDENTIAL GUARANTEE shall not be bound or be affected by any notice of any trust, charge, lien, assignment or other dealing with or in relation to this Policy.
21. Documentary Stamps Clause. Documentary stamp to the value stated have been affixed and cancelled on the office copy of this policy
22. Civil Code 1250 Waiver Clause. It is hereby further declared and agreed that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads: "In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment..." shall not apply in determining the extent of liability under the provisions of this Policy.
23. Receipt of Payment Clause: Except only in those specific cases where corresponding rules and regulations which are now are or may hereafter be in force provided for the payment of the stipulated premiums in periodic installments at fixed percentages, it is hereby agreed, declared and warranted that this policy shall be deemed effective, valid and binding upon the Company only when the premiums therefor have actually been paid in full and duly acknowledged in a receipt signed by any authorized official or representative/agent of the Company.

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24. Settlement of Claim Clause: The amount of any loss or damage for which the Company may be liable under this policy shall be paid within thirty (30) days after proof of loss is received by the Company and ascertainment of the loss or damage is made either by agreement between the Insured and the Company or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by the Company of the proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt.
25. Arbitration Clause: All differences as to the amount of any loss or damage covered by this policy shall be referred to the decision of an arbitrator to be appointed 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 (30) days after having been required in writing so to do either of the parties or in case of disagreement between the arbitrators to the decision of an umpire to be appointed in writing by the arbitrators before entering on the reference and an award by the arbitrator or arbitrators or umpire shall be a condition precedent to any right of action against the Company only in cases of differences as to amount of liability actually arising out of this policy.
26. Mediation Clause In the event of controversy or claim arising out of or relating to this contract, or 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.

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