

## I. DEFINITION OF TERMS:

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- 1.1 ACCIDENT:** A visible, external, sudden and violent event occasioned by a physical cause and occurring entirely beyond the Insured Person's control causing damage to the health of the Insured Person.
- 1.2 ACUPUNCTURIST:** A person licensed to practice traditional oriental medicine in an attempt to relieve pain or other symptoms attributed to certain illnesses/diseases.
- 1.3 ANESTHESIOLOGIST:** A specialist duly licensed and registered to administer anesthetic agent and conduct other anesthesia procedures necessary for surgical or diagnostic procedures.
- 1.4 AREA COVERED:** The geographical area stipulated in the Policy Schedule or Official Confirmation of Coverage.
- 1.5 ATTENDING PHYSICIAN:** The chief Physician in charge of the medical treatment of an Insured Person.
- 1.6 OFFICIAL CONFIRMATION OF COVERAGE:** Is a form issued to the Policyholder indicating the person or persons to be insured under the Policy.
- 1.7 CHIROPRACTOR:** A licensed professional specializing in the scientific and systematic manipulation of the musculoskeletal structure with the goal of relieving pain and restoring normal function.
- 1.8 CHRONIC CONDITION:** Any condition or diagnosis that has been in existence for a minimum of six (6) months from the first date of diagnosis or when symptom(s) first occurred regardless of nature, severity or location.
- 1.9 CONFINEMENT:** A continuous stay for a period of more than 24 hours as a registered bed patient in a Hospital.
- 1.10 CONTACT SPORT:** A sport (e.g., football, rugby, karate, boxing, martial arts and wrestling, among others) that necessarily involves physical contact between and among players and engaged in by an Insured Person solely for leisure, recreation, entertainment, fitness or physical education.
- 1.11 COMMON CARRIER:** Any bus, coach, ferry, ship, taxi, train, tram or train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers provided that such helicopter is operating only between established commercial airports and/or licensed commercial heliports; and any fixed wing aircraft provided and operated by an airline company which is duly licensed for the regular transportation of fare-paying passengers.
- 1.12 CORRECTIVE DEVICE:** A device such as but not limited to stents, filter device, walkers and canes, prescribed by a Physician to prevent or correct body malfunctions or to improve body functions.
- 1.13 COSMETIC SURGERY AND RECONSTRUCTIVE SURGERY:** Surgery uniquely undertaken to improve or enhance an Insured Person's appearance through surgical and medical techniques. This includes any surgery arranged for any kind of psychological reason, adaptation or personal satisfaction.
- 1.14 COUNTRY OF RESIDENCE:** Shall be the place of residence or permanent or contractual employment of each Insured Person. It is deemed to be the Philippines unless otherwise declared and covered by an Endorsement to the Policy, with coverage governed by additional terms and conditions as specified in the Endorsement attached to the Policy.

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- 1.15 CUSTODIAL OR MAINTENANCE CARE:** Care which is primarily for the purpose of assisting the Insured Person in the activities of daily living or in meeting personal rather than medical needs, which is not specific therapy for an Illness or Injury and is not skilled care.
- 1.16 DEVELOPMENTAL, CONGENITAL CONDITION, BIRTH DEFECT:** A medical abnormality existing from birth as well as neonatal physical or mental abnormalities developing thereafter because of causal factors or conditions present at the time of birth.
- 1.17 DISABILITY:** An Illness or Injury, and any symptom, sequelae, or complication thereof requiring treatment. All injuries arising from the same event or series of continuous events are considered as one (1) Disability.
- 1.18 DURABLE MEDICAL EQUIPMENT:** As determined by the Company, medically prescribed items of medical equipment for repeated use, owned or rented, such as but not limited to crutches and wheelchairs which are placed in the home of an Insured Person to facilitate treatment and/or rehabilitation of Illness or Injury.
- 1.19 ELIGIBLE EXPENSES:** Expenses incurred in the treatment of a covered Illness or Injury which are medically necessary subject to the limitation of medical treatment benefit and not exceeding the limits in the Policy Schedule or in the Official Confirmation of Coverage.
- 1.20 FAMILY:** The Principal Insured Person and/or his one (1) legal spouse and any number of dependent children. The Principal Insured and his or her legal spouse are persons eighteen (18) to seventy-five (75) years of age. Dependent children are persons six (6) weeks to twenty-three (23) years of age who are riding together with their parent/s or legal guardian/s on the same conveyance for the same departure and return trip.
- 1.21 HOSPITAL:** An Institution which is legally licensed as a medical or surgical Hospital in the country where it is located and whose main activities are not those of a spa, hydro-clinic, sanitarium, nursing home, home for the aged, a place for alcoholics or drug rehabilitation. It must be under the constant supervision of a resident Physician.
- 1.22 ILLNESS:** Poor health or poor physical condition marked by a pathological deviation from a normal healthy state caused by disease or sickness.
- 1.23 IMPLANT:** A substance or object that is placed within the body as a replacement of a diseased part to improve function such as but not limited to silicone, lens, pacemaker, cochlear, metals and pins.
- 1.24 IMMEDIATE FAMILY:** The Insured Person's legal spouse, child, brother, sister, parent, grandparent, great grandparent, parent-in-law, sibling-in-law, grandchild, great grandchild, step-parent, daughter-in-law, son-in-law, half-brother, half-sister, niece, nephew, uncle, aunt, stepchild or legally adopted child.
- 1.25 INJURY:** Physical damage or trauma arising wholly and exclusively from an Accident or other events of violent or external, and visible nature.
- 1.26 INSURED PERSON(S):** Are those persons specifically listed and named in the Policy Schedule or Official Confirmation of Coverage.
- 1.27 MEDICALLY NECESSARY:** A treatment or supply which is necessary and appropriate for the diagnosis or treatment of an Illness or Injury based on generally accepted standards of current medical practice subject to the approval of the Company. In the context of a coverable Injury or Illness, such medical treatment is necessary to and appropriate for the Insured Person's symptoms, the diagnosis and treatment of those particular symptoms. It is not provided or

obtained merely for the convenience of the Insured Person or his Physician without any evident (manifest) and vital (urgent) need for it nor should such treatment exceed the level of care needed to ensure safe, adequate and suitable diagnosis or treatment.

- 1.28 MEDICINES AND DRUGS:** Those which a licensed medical practitioner has prescribed for dispensing for dispensing, which are specifically required for the treatment of a covered Illness or Injury.
- 1.29 MISCELLANEOUS HOSPITAL SERVICES AND SUPPLIES:** Include eligible expenses for required diagnostic laboratory tests, x-rays, professional fees, medicines and drugs, blood and components, anesthesia, physical therapy and the use of surgical appliances.
- 1.30 NORMAL, USUAL AND CUSTOMARY FEES OR CHARGES:** Fees or charges for medical or health services are deemed to be normal, usual and customary if the fees or charges do not exceed the usual level of charges for similar treatment, supplies or medical services provided in the geographical area where the expenses were incurred.
- 1.31 PAIR OR SET:** A number of items of Personal Baggage or Possessions associated as being similar or complementary or used together.
- 1.32 PERSONAL BAGGAGE OR POSSESSIONS:** Items usually carried or worn by travelers, taken or purchased during the Period of Insurance for the Insured Person's individual use, subject to the exclusions and limitations of the Policy.
- 1.33 PHYSICIAN, SURGEON, SPECIALIST OR DOCTOR:** A person qualified by degree and duly licensed or registered to practice medicine in the geographical area in which he serves.
- 1.34 PHYSIOTHERAPIST:** A licensed professional who treats physical disorders through manipulation or mobilization techniques and prescribes strengthening exercises and advice when appropriate.
- 1.35 POINT OF ORIGIN:** Is the place of commencement of travel as reflected in the itinerary of the Policy Schedule or Official Confirmation of Coverage. It is deemed to be a location in the Philippines unless otherwise declared and covered by an Endorsement to the Policy, with coverage governed by additional terms and conditions as specified in the Endorsement attached to the Policy.
- 1.36 POLICYHOLDER:** An entity or a person to whom the Policy has been issued in respect to the coverage for persons specifically named under the Insured Persons in the Policy Schedule or Official Confirmation of Coverage.
- 1.37 PRIVATE DUTY NURSE:** A licensed nurse providing close observation and performing special treatments, which are certified as medically necessary by the Attending Physician.
- 1.38 PROFESSIONAL FEES:** As distinct from Surgeon and Anesthesiologist's fees, fees paid to licensed medical professionals including but not limited to an Occupational Therapist, Physiotherapist, Acupuncturist, Attending Physician's visits or Pathologists.
- 1.39 PROSTHESIS:** An artificial extension designed to replace a missing part of the body for improving body function. This refers to missing arms, hands, artificial valves, legs, joints and fingers and other related items.
- 1.40 PRE-EXISTING CONDITIONS:** Any Disability for which the Insured Person received or was recommended by a Physician, Surgeon, Specialist or Doctor for any treatment, or medication, or advice or diagnosis, or the signs or

symptoms of which the Insured Person was aware or should reasonably have been aware within 180 consecutive days immediately prior to the Policy's effective date.

Pre-Existing Conditions shall always include the following Disabilities, their complications and sequelae:

- a.) Mass/Tumor/Cyst of Internal Organs
- b.) Hemorrhoids/Anal Fistula
- c.) Diseased Tonsils and Sinus Conditions requiring Surgery
- d.) Cataract/Glaucoma
- e.) Pathological Abnormalities of Nasal Septum or Turbinates
- f.) Goiter and other Thyroid Disorders
- g.) Hernia/Benign Prostatic Hypertrophy
- h.) Endometriosis
- i.) Asthma/Chronic Obstructive Lung Disease
- j.) Epilepsy
- k.) Spinal Column Abnormalities
- l.) Tuberculosis
- m.) Chronic Cholecystitis
- n.) Gastric or Duodenal Ulcer
- o.) Hallux Valgus
- p.) Hypertension and other Cardiac/Vascular Diseases
- q.) Calculi
- r.) Mass/Tumors/Cyst on Skin, Muscular Tissue, Bone or any form of Blood Dyscracias
- s.) Diabetes Mellitus
- t.) Collagen/Auto-immune Disease
- u.) Cerebrovascular Accident/Transient Ischemic Attack

Diagnostic procedures undertaken to determine the existence of a Pre-Existing Condition is a covered expense provided that the result of the diagnostic procedure test is negative for the existence of the Pre-Existing Condition.

- 1.41 SERIOUS INJURY/ILLNESS:** A change in health that resulted to confinement or admission to a Hospital as a registered bed patient and as ordered by a registered Physician.
- 1.42 SUPPLEMENTS:** Items prescribed by the Attending Physician other than the conventional Medicine and Drugs meant to relieve the signs and symptoms of Illness or Injury for which the Insured Person is suffering from during the time of consultation for a covered condition.
- 1.43 SURGEON'S FEE:** All of the fees payable to a Surgeon or Surgeons for providing surgery to treat a covered Illness or Injury. The Surgeon's Fee includes pre-surgical assessment and post-surgical care and in total is limited to the Normal, Usual and Customary Charges while the Insured Person is confined in the treatment area where the surgery is provided.
- 1.44 SURGERY:** The branch of medicine dealing with manual or operative procedures such as correction of deformities and defects, repair of Injuries, removal of diseased tissue as well as diagnosis or cure of certain diseases that require operative intervention. This includes surgery performed in an out-patient setting for a covered Illness or Injury.
- 1.45 TERRORISM:** An act or threat thereof, or both, including but not limited to the use of force or violence committed by any person or group(s) of persons, whether acting alone or on 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.

**1.46** Words in the singular form include the plural and vice versa. Words importing the masculine and neuter gender shall each include the feminine, masculine and neuter gender.

## II. PERIOD OF INSURANCE, ELIGIBILITY AND MAXIMUM BENEFIT

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**2.1 PERIOD OF INSURANCE:** Coverage under the Policy with respect to all benefits stated in the Policy Schedule or in the Official Confirmation of Coverage, except for Trip Cancellation, shall commence five (5) hours prior to the scheduled time of departure indicated in the travel ticket, or the effective date of the insurance coverage as specified in the Official Confirmation of Coverage or in the Policy Schedule, whichever is later; and ceases on whichever of the following occurs first:

- a) the expiry date of the insurance coverage as specified in the Official Confirmation of Coverage or in the Policy Schedule subject to Section 2.4 of the Policy;
- b) the Insured Person's return to his place of residence or employment;
- c) after five (5) hours upon actual arrival at the airport terminal premises of the country of Origin.

For Trip Cancellation in Section XII, coverage takes effect upon approval of application and receipt of premium payment.

**2.2 ELIGIBLE PERSON(s):** A person who has attained the age of six (6) weeks old and not more than seventy-five (75) years old who will be traveling as a fare-paying passenger. Any person above seventy-five (75) years old can still be accepted subject to the Company's prevailing underwriting requirements and limitations. Dependent children, including stepchildren or legally adopted children, are under the age of twenty-four (24) who are unmarried and not gainfully employed or earning an income. Premium is calculated, and benefits are paid corresponding to the age of the Insured Person at the time of the issue date of the Policy Schedule or Official Confirmation of Coverage.

For Family Plan, the eligible person(s) is subject to the Company's prevailing underwriting requirements and limitations.

**2.3 NON-TRANSFERABILITY:** The benefits are for the Insured Person(s) listed in the Policy Schedule or in the Official Confirmation of Coverage and are non-transferable.

**2.4 INSURANCE COVERAGE FOR ANNUAL TRAVEL PLAN:** Annual Travel Plans cover unlimited number of trips for each Policy year provided always that the maximum number of days for each business or pleasure trip to be covered under this insurance shall be forty-five (45) days. Subject to additional premium, the Company may agree to extend coverage for more than forty-five (45) days. The Insured Person must return to his Point of Origin prior to the next trip in order to have another forty-five (45) days coverage.

The 45-day limit is per trip. This commences five (5) hours prior to the scheduled time of departure indicated in the travel ticket, and ceases on whichever of the following occurs first:

- a) the expiry of the 45-day limit per trip;
- b) the Insured Person's return to his place of residence or employment;
- c) after five (5) hours upon actual arrival at the airport terminal premises of the Point of Origin.

**2.5 MAXIMUM BENEFIT FOR ANNUAL TRAVEL PLAN:** The benefits indicated in the Policy Schedule or Official Confirmation of Coverage for an annual plan are per 45-day limit per trip or per the approved extended coverage per trip, as specified in Section 2.4 Insurance Coverage for Annual Travel Plan.

**2.6 MAXIMUM BENEFIT FOR FAMILY PLAN:** The maximum benefit under the Family Plan is subject to the benefit limits stated in the Policy Schedule or Official Confirmation of Coverage.

Benefits are paid corresponding to the age of the Insured Person at the time of the issue date of the Policy Schedule or Official Confirmation of Coverage.

The maximum limit of the Personal Accident Benefit for the entire Family (including the Principal Insured) will not exceed the benefit limits stated in the Policy Schedule or Official Confirmation of Coverage. All benefits are subject to the inner limits of the plan.

### III. MEDICAL TREATMENT

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**3.1** The Company will reimburse the eligible expenses of the Insured Person up to the limits stated in the Policy Schedule or Official Confirmation of Coverage for a covered Illness or Injury occurring wholly during the Period of Insurance for Normal, Reasonable and Customary charges with respect to:

- a) Hospital and daily charges, i.e., Room and Board use except Suite or higher room category;
- b) Miscellaneous Hospital services and supplies;
- c) Intensive Care Unit, Coronary Care Unit, Telemetry, Operating & Recovery Room cost;
- d) Professional Fees for services of a registered Physician, Surgeon, Anesthesiologist, Specialist or Doctor;
- e) Out-patient visits to registered Physicians and prescribed Medicines;
- f) Ambulance and paramedic services;
- g) Emergency room use;
- h) Emergency dental treatment for the immediate relief of pain or to restore or replace sound natural teeth lost or damaged in a covered Accident and for which the first medical treatment must be given within forty-eight (48) hours from occurrence of a covered Accident. Treatment may be provided by the out-patient department of a Hospital or a licensed Dentist in his clinic. Subject to the Medical Treatment Benefit, the inner limit of the Company's liability for emergency dental treatment shall be Php100,000 or US\$2,500 for Peso and Dollar Plans respectively.

**3.2 LIMITATION OF BENEFIT SPECIFIC TO MEDICAL TREATMENT:**

The Medical Treatment Benefit is subject to the Pre-Existing Conditions provision.

**3.3 AUTOMATIC EXTENSION OF PERIOD OF INSURANCE:**

The Medical Treatment Benefit subject to the limits of the plan will be extended for a maximum of ten (10) days in the event of any of the following:

- a) the Insured Person is unavoidably delayed in the course of his scheduled return journey to the Point of Origin, due to the Insured Person being hospitalized for a coverable Illness or Injury before the expiration of the insurance coverage;
- b) following on or before the trip completion the Insured Person continues to incur further medical expenses at the Point of Origin and the Accident or Illness is coverable and is caused, started, incurred, or contracted during the trip. Initial treatment for such Accident or Illness must be received during the trip;

This Section is also applicable to Pre-Existing Conditions if covered as specified in the Policy Schedule or in the Official Confirmation of Coverage.

In no event shall the total amount payable under this Schedule exceed 100% of the limit stated in the Policy Schedule or in the Official Confirmation of Coverage.

### **3.4 EXCLUSIONS SPECIFIC TO MEDICAL TREATMENT:**

The following conditions are not covered under the Medical Treatment Benefit:

- a) Traveling for the purpose of obtaining medical treatment and the complications of such treatment;
- b) Traveling contrary to the advice of a Physician;
- c) Pregnancy-related expenses and screening, child birth, surgical delivery, miscarriage, abortion including its complications, pre-natal or post-natal care as well as nursing care for a newborn child;
- d) Expenses incurred for surgical, mechanical or chemical contraceptive methods of birth control or screening and/or treatment pertaining to infertility such as but not limited to sterilization, hormone treatment, artificial insemination, in vitro fertilization, or embryo transfer and any procedures and conditions arising therefrom;
- e) Expenses incurred for surgery pertaining to perineal repair, sex transformation and enhancement, circumcision and any condition arising therefrom;
- f) Expenses for chronic dermatologic condition and weight problem including their sequelae, management and treatment;
- g) Screening and treatment of congenital, heredo-familial, developmental abnormalities, birth defect and complications arising therefrom;
- h) Medical expenses or surgical procedures that are not accepted as standard expenses/procedures by the medical profession or treatments subsequent to refusal by an Insured Person to follow recommended therapeutic procedures;
- i) Expenses for harvesting and storage of stem cells when it is carried out as a preventive measure against future possible disease or illness;
- j) All expenses of and related to cryopreservation;
- k) Assault or fighting provoked by the Insured; Injury or Illness arising directly or indirectly out of any law violation, participation in an illegal and unlawful activity or deliberate exposure to exceptional danger except in an effort to save human life;
- l) Degenerative brain disorders, mental, psychotic or nervous/anxiety disorders including any neuroses and their physiological or psychosomatic manifestations;
- m) Screening and treatments for Sexually Transmitted Diseases, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), Erectile Dysfunction Syndrome (EDS) and all complications arising therefrom;
- n) Any form of artificial implant permanent or otherwise, prosthetic devices, graft, Durable Medical Equipment and Corrective Devices.
- o) Treatments which include hyperalimentation, cost of transplantation whether it is part of an organ or the whole organ itself for donor or recipients including the cost of organ acquisition, follow-up treatment and sequelae;
- p) Experimental medical procedures, chelation and laser treatment regardless of purpose;
- q) Auto-immune conditions and their complications arising thereof and the use of immunoglobulin and other forms of immunotherapy as well as hypersensitivity testing;
- r) Expenses due to vaccination except the first dose of anti-rabies, anti-venom and anti-tetanus;
- s) Expenses for marriage, family and dietary counseling except if the dietary counseling is incidental during confinement;
- t) Executive check-ups or routine medical examinations or check-ups, or confinement purely for diagnostic purposes, hearing test or any service and treatment deemed by the Company as unnecessary to the physical or mental condition involved;

- u) Pre-Existing Conditions including their complications regardless of status unless such have been declared to the Company and have been included for cover by an Endorsement;
- v) Care or treatment for which payment is not required or to the extent that is payable by any other insurance or indemnity covering the Insured Person;
- w) Any form of treatment for dental and periodontal problems and their sequelae, braces, dental appliances and dental implant except as provided in the Medical Treatment Benefit;
- x) Food Supplement; care or treatment by herbalist, bonesetter, hypnotherapist, Chiropractor, Acupuncturists, or any experimental medical procedures or treatment not yet acceptable as standard of practice;
- y) Vitamins and Supplements prescribed for an Out-Patient consultation; over-the-counter medicines unless prescribed by a registered Physician;
- z) Charges with respect to special and/or private nursing except in the event of a medical evacuation being necessary subject to Company's approval;
- aa) Professional Fees charged by a member of the Insured Person's Immediate Family or by a person normally residing in the household of the Insured Person.
- bb) All Hospital charges and Professional Fees incurred after the day and time the Hospital discharge has been duly authorized;
- cc) Any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expense already included in the cost of a scheduled trip;
- dd) Expenses incurred in rest cures, convalescent, intermediate, domiciliary and Custodial or Home Care;
- ee) Screening and treatment for error of refraction, laser or eye Surgery to correct refractive error;
- ff) Cosmetic Surgery or any cosmetic related complications, eye glasses/contact lenses, hearing aids and prescriptions thereof except as may be required for Reconstructive Surgery necessitated by Injury or Accident wholly occurring during the Period of Insurance;
- gg) Expenses which are in excess of Normal, Usual and Customary charges for the geographical area as determined by the Company in consultation with reputable medical practitioners and institutions located in the geographical area.
- hh) Expenses for private health care provided by all allied health workers except those that may be incidental to intensive care;
- ii) All expenses of and related to Osteoporosis and Benign Prostatic Hypertrophy.
- jj) Additional Room and Board charges arising from the Insured Person occupying Hospital accommodation more expensive than that specified in 3.1, item a) of the Policy, extra bed, personal comfort items and other non-medical supplies.

#### **IV. HOSPITAL INCOME**

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- 4.1** The Company will add the amount of the Hospital Income Benefit per day as stated in the Policy Schedule or Official Confirmation of Coverage to any valid claim under the Medical Treatment Benefit and other benefits of the Policy for up to ten (10) consecutive days of hospitalization of the Insured Person provided that such hospitalization is in excess of twenty-four (24) hours in duration from the time of admission, and provided further that the medical or surgical condition necessitating treatment as a Hospital-confined patient is covered by the Policy. Payment shall be made after the period of Confinement in the Hospital.

#### **V. PERSONAL ACCIDENT**

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- 5.1** The Company will pay the percentage of the amount indicated in the Policy Schedule or Official Confirmation of Coverage for accidental bodily injury that resulted in a loss covered by the Policy within 180 days after the date of Accident occurring during the Period of Insurance.



Loss of Life	100%
Loss of one or more limbs from the wrist or ankle	100%
Total loss of sight in one or both eyes	100%
Total and Permanent Disability	100%

“Loss of sight” shall mean the entire and permanent irrecoverable loss of sight.

“Total and Permanent Disability” shall mean an irrecoverable condition of physical or mental infirmity occurring wholly as a result of an Accident which renders the Insured Person totally incapable of engaging in any gainful employment, provided however, that such disability subsists continuously for more than nine (9) months from the date when the disability occurred.

The aggregate amount payable under Personal Accident shall not exceed the principal sum or 100% of the benefit. The payment of benefits is subject to Section XIX of the Policy.

#### **5.2 LIMITATIONS OF BENEFIT SPECIFIC TO PERSONAL ACCIDENT:**

The maximum amount of Personal Accident Benefit accepted by the Company on the life of a child under the age of twenty-four (24) shall be 25% of the Personal Accident Benefit of the Principal Insured, up to the maximum benefit limit as stated in the Policy Schedule.

The Personal Accident Benefit is paid corresponding to the age of the Insured Person at the time of the issue date of the Policy Schedule or Official Confirmation of Coverage.

The Company will pay the benefit stated for Loss of Life if the Insured Person’s body cannot be located within one (1) year after the forced landing, stranding, sinking or wrecking of the conveyance in which the Insured Person was traveling. If at any time after settlement of claims the Insured Person is found to be alive, all amounts so paid will be refunded to the Company.

#### **5.3 EXCLUSIONS SPECIFIC TO PERSONAL ACCIDENT:**

The Company will not pay any indemnity for losses due to:

- a) Human Immunodeficiency Virus (HIV) related illness including Acquired Immuno Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and/or any mutation, derivation, or variation thereof;
- b) Any physical or mental defect or infirmity which is not previously declared and accepted by the Company;
- c) Infections caused by parasites or bacterial infections except pyogenic infections (infection by pus-producing organisms) which shall occur through an accidental cut or wound;
- d) Murder or provoked assault;
- e) Poison, gas or fumes voluntarily or involuntarily taken;
- f) Congenital, heredo-familial, developmental abnormalities, birth defect and complications arising therefrom.

### **VI. PERSONAL LIABILITY**

**6.1** The Company will reimburse up to the limits stated in the Policy Schedule or Official Confirmation of Coverage due to situations beyond the control of the Insured Person for:

- a) death, accidental bodily Injury to another person, or
- b) accidental loss or damage to another person’s property.

The coverage is up to the maximum benefit amount, which shall be the aggregate limit for all losses incurred during the Policy period. Included within this same limit are all costs and expenses incurred with the written consent of the Company in connection with the defense of claims against the Insured Person which may be the subject of any indemnity under this coverage.

## **6.2 EXCLUSIONS SPECIFIC TO THE PERSONAL LIABILITY:**

This benefit does not cover:

- a) The Insured Person's participation in any act of civil or foreign war, acts of Terrorism or sabotage, riots, public demonstrations, strikes and lock-outs;
- b) Liability arising directly or indirectly by or through or in connection with any motorized vehicle, aircraft or watercraft when the Insured Person is the owner, driver or pilot thereof or if the person having custody or control of such pilot or person is a servant, agent or person for whom he is legally responsible.
- c) Any loss associated with any deliberate and wrongful damage or harm caused by the Insured Person;
- d) Any loss associated with any law violation, willful, malicious, or unlawful act by the Insured Person;
- e) Any loss as a consequence of any damage caused by animals owned or kept by the Insured Person or by persons for whom he is legally responsible;
- f) Employer's liability, contractual liability or liability to a member of an Insured Person's Immediate Family.
- g) Accidental loss or damage to property belonging to or held in trust by or in the custody or control of the Insured Person or any of his employees or any member of his Family or household. This does not include accidental loss or damages caused by the Insured Person to the contents of any rented hotel/home and facilities within its premises;
- h) Bodily Injury to or Illness of any person who is under a contract of employment, service or apprenticeship with the Insured Person when such Injury or Illness arises out of and in the course of their employment by the Insured Person;
- i) Damage caused to structural parts of buildings owned, rented or occupied by the Insured Person;
- j) Any claim arising directly or indirectly from the Insured Person being insane or under the influence of an excessive consumption of alcohol, misuse or irrational use of Drugs/medication, solvent/substance or any addicting and habit-forming Drugs/substance. Under the influence of an excessive consumption of alcohol is characterized by the Insured Person's alcohol level superior to the normal rate of such alcohol test;
- k) Any non-pecuniary loss;
- l) Any loss resulting from the Insured Person's practice of his profession or trade or liability attaching to the Insured Person by reason of an express term of any contract;
- m) Any loss for which indemnity is provided under any other contract of insurance in the name of the Insured Person;
- n) The transmission of communicable disease by an Insured Person.

## **VII. BAGGAGE DELAY**

**7.1** The Company will pay up to the amount stated in the Policy Schedule or Official Confirmation of Coverage, for the incurred expenses of essential clothing and toiletries for outbound or any leg of the trip, if after the number of hours delay as stated in the Policy Schedule or Official Confirmation of Coverage of Insured Person's arrival at the intended destination, his accompanying checked-in baggage has been delayed, misdirected, or temporarily misplaced in delivery. An additional payment will be made after the number of hours delay as stated in the Policy Schedule or Official Confirmation of Coverage for the same occurrence if the baggage was delayed upon the Insured Person's arrival at the intended destination that is not his Point of Origin.

The delay must be certified by an official baggage irregularity report duly issued by the carrier.

**7.2 AUTOMATIC EXTENSION OF PERIOD OF INSURANCE:** Baggage Delay Benefit will also apply if the Baggage Delay occurs on the way back to the Point of Origin for the number of hours delay stated in the Policy Schedule or Official Confirmation of Coverage but is limited to restaurant meals, refreshments and toiletries only one day after the arrival of the Insured at the point of origin/place of residence.

**7.3 EXCLUSIONS SPECIFIC TO BAGGAGE DELAY:**

Benefits will not be provided:

- a) For claims not declared to an authorized person of the carrier as soon as the Insured Person knows the baggage is late or lost;
- b) For delays as a result of detention or confiscation by customs or other officials.

**7.4 LIMITATIONS OF BENEFIT SPECIFIC TO BAGGAGE DELAY:**

The Insured Person cannot claim from under both benefits of Baggage Delay and Baggage Loss occurring on the same transit.

The maximum amount payable for Baggage Delay in transit is 100% of the benefit per occurrence for more than the number of hours delay stated in the Policy Schedule or Official Confirmation of Coverage subject to the condition as stipulated in Section 7.1 of this Policy.

**VIII. LOSS OR DAMAGE TO BAGGAGE AND PERSONAL EFFECTS**

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**8.1** The Company will pay for loss or damage to the Insured Person's baggage, clothing, prescribed Medicines, bags, footwear and other personal effects which are not excluded in Section 8.4 during the Period of Insurance, up to the limits stated in the Policy Schedule or Official Confirmation of Coverage. Benefits payment is subject to the following conditions:

- a) The loss or damage to the Insured Person's baggage and/or personal effects occurred wholly during the Period of Insurance;
- b) For personal effects, the limit of the Company's liability per item, Pair or Set shall be as indicated in the Policy Schedule or Official Confirmation of Coverage;
- c) The Company will cover up to the actual cost of the repair of the damaged baggage or cost of the damaged or lost baggage but not to exceed the maximum benefit;
- d) The total benefits coverable for b) and c) should not exceed the maximum benefit;
- e) The Company may make payment or, at their option, replace or repair subject to allowance for wear and tear and depreciation with respect to baggage more than one (1) year old;
- f) The Company will not make payment for baggage that are more than five (5) years old;
- g) The loss must occur (i) while the baggage or personal effects is/are in the possession of hotel staff or a Common Carrier and proof of such loss must be obtained in writing from the hotel management or the Common Carrier management and that such proof must be provided to the Company, or (ii) as the result of theft of the baggage or the personal effects of the Insured Person provided that such loss is reported to the police having jurisdiction at the place of the loss no more than forty-eight (48) hours from the incident. Any claim must be accompanied by written documentation from such police.

**8.2 LIMITATIONS OF BENEFIT SPECIFIC TO LOSS OR DAMAGE TO BAGGAGE AND PERSONAL EFFECTS:**

- a) The Insured Person cannot claim from under both benefits of Baggage Delay and Baggage Loss occurring on the same transit.
- b) The Insured Person cannot claim from under both benefits of Loss or Damage to Baggage and Purchase Protection on the same event.

- c) The maximum amount payable for Loss or Damage is 100% of the benefit per Period of Insurance. Any recovery or salvage shall be exclusive right or property of the Company.

### **8.3 INSURED'S OBLIGATION TO CARE FOR PROPERTY:**

The Company will not pay for loss or damage to the Insured Person's baggage and/or personal effects that are left behind or unattended in a public transportation or public place. The Insured Person(s) shall observe ordinary and proper care for the safety of the property insured, including examination of baggage when received, and in the event of any destruction, loss or damage coming to the notice of the Insured Person, he shall give immediate notice to:

- a) The police in case of theft, loss or willful damage by a third party, and obtain a copy of the official police report;
- b) The carrier when loss or damage has occurred in transit, and obtain a copy of the official baggage irregularity report;
- c) The hotel management when loss or damage has occurred in their possession;
- d) The Common Carrier management when loss or damage has occurred in their possession.

### **8.4 EXCLUSIONS SPECIFIC TO LOSS OR DAMAGE TO BAGGAGE AND PERSONAL EFFECTS:**

Benefits will not be provided for any loss, theft or damage to:

- a) Animals;
- b) Documents, identity papers, credit and debit cards, transport tickets, and other similar travel documents;
- c) Cash, traveler's checks, banknotes, stocks, negotiable instruments, securities or bonds;
- d) Timepiece, jewelry, Set and unset precious or semi-precious gemstones;
- e) Keys, of any type or make;
- f) Any sporting equipment except while checked-in as baggage with a registered Common Carrier;
- g) Vehicle parts and accessories;
- h) Equipment for professional use;
- i) Fragile or brittle articles such as but not limited to musical instruments, objects of art, antiques, collector's items, china glassware, porcelains, furniture;
- j) Eyeglasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges;
- k) Perishables and consumables unless receipt(s) can be provided;
- l) Toiletries such as but not limited to lotion, make-up etc.;
- m) Baggage sent in advance or souvenirs and articles mailed or shipped separately;
- n) Hired or leased equipment;
- o) Business goods or samples;
- p) Magnetic tapes, magnetic cards, compact discs or any recordable media as well as any data contained therein;
- q) Any form of audio recording and/or playback devices and its accessories;
- r) Mobile phones or cellphones and its accessories;
- s) Cameras, digital or otherwise, and its accessories;
- t) Any form of electronic and/or technical equipment, including but not limited to personal computers, personal digital assistants (PDAs), software and accessories and laptops unless stated as a covered benefit in the Policy Schedule or Official Confirmation of Coverage;
- u) Books.

This benefit does not cover loss or damage in consequence of:

- a) Delay, confiscation, detention or examination by customs authorities or other officials;
- b) Seizure or destruction under quarantine or custom regulation;
- c) Transporting contraband or illegal trade;
- d) Unaccompanied baggage, or losses arising from personal negligence or unexplainable disappearance;

- e) Wear and tear or gradual deterioration;
- f) Insects, moth or vermin;
- g) Cleaning, repairing or restoring process;
- h) Atmospheric or climatic changes;
- i) Depreciation of value;
- j) Any loss for which indemnity is provided under any other contract of insurance in the name of the Insured Person.

## **IX. LOSS OF LAPTOP**

**9.1** The Company will reimburse for the loss of the Insured Person's laptop during the Period of Insurance, up to the limits stated in the Policy Schedule or Official Confirmation of Coverage. Benefits payment is subject to the following conditions:

- a) The loss of the Insured Person's laptop occurred wholly during the Period of Insurance;
- b) The Company will cover up to the value of the lost laptop but not to exceed the maximum benefit;
- c) The loss of the Insured Person's laptop that is more than three (3) years old from the date of purchase is subject to fifty percent (50%) depreciation but not to exceed the maximum limit;
- d) The Company will not make payment for laptop that is more than six (6) years old from the date of purchase;
- e) The loss must occur (i) while laptop is in the possession of hotel staff or a Common Carrier and proof of such loss must be obtained in writing from the hotel management or the Common Carrier management and that such proof must be provided to the Company, or (ii) as the result of theft, robbery or burglary of the laptop, such loss is reported to the police having jurisdiction at the place of the loss no more than forty-eight (48) hours from the incident. Any claim must be accompanied by written documentation from such police.

### **9.2. LIMITATIONS OF BENEFIT SPECIFIC TO LOSS OF LAPTOP:**

This benefit is available to certain plans as specified in the Policy Schedule or in the Official Confirmation of Coverage. This benefit is not applicable for all Philippine Travel Only Plans.

This benefit excludes netbook, portable telecom equipment, handheld computer such as but not limited to tablet or palmtop, other electronic and technical equipment and accessories.

### **9.3. INSURED'S OBLIGATION TO CARE FOR PROPERTY:**

The Company will not pay for loss of the Insured Person's laptop that is left behind or unattended in a public transportation or public place. The Insured Person(s) shall observe ordinary and proper care for the safety of the property insured, including examination of baggage containing the laptop when received, and in the event of any loss coming to the notice of the Insured Person, he shall give immediate notice to:

- a) The police in case of theft or loss and obtain a copy of the official police report;
- b) The carrier when loss has occurred in transit and obtain a copy of the official baggage irregularity report;
- c) The hotel management when loss has occurred in their possession;
- d) The Common Carrier management when loss has occurred in their possession.

### **9.4. EXCLUSIONS SPECIFIC TO LOSS OF LAPTOP:**

This benefit does not include indemnity for damaged laptop and does not cover loss in consequence of:

- a) Delay, confiscation, detention or examination by customs authorities or other officials;
- b) Seizure or destruction under quarantine or custom regulation;
- c) Wear and tear or gradual deterioration;
- d) Cleaning, repairing or restoring process;
- e) Atmospheric or climatic changes;
- f) Depreciation of value;

- g) Laptop sent in advance, or souvenirs and articles mailed or shipped separately from the Insured Person.

## **X. THEFT OF CASH**

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**10.1** The Company will pay the equivalent amount of stolen cash while being physically carried on by the Insured Person during the Period of Insurance, up to the limits stated in the Policy Schedule or Official Confirmation of Coverage. Benefits payment is subject to the following conditions:

- a) The Company will cover up to the cost of the stolen cash but not to exceed the maximum benefit;
- b) The theft must occur while cash is being physically carried on by the Insured Person and must be reported to the police having jurisdiction at the place within forty-eight (48) hours from its occurrence. Any claim must be accompanied by written documentation from such police.

### **10.2 LIMITATIONS OF BENEFIT SPECIFIC TO THEFT OF CASH:**

This benefit is available to certain plans as specified in the Policy Schedule or in the Official Confirmation of Coverage. This benefit is not applicable for all Philippine Travel Only Plans.

Children under sixteen (16) years old are not entitled to any Theft of Cash Benefit. Benefits are paid corresponding to the age of the Insured Person at the time of the issue date of the Policy Schedule or Official Confirmation of Coverage.

### **10.3 EXCLUSIONS SPECIFIC TO THEFT OF CASH:**

Other than by reason of theft, this benefit does not cover cash that was lost in other manners such as, but not limited to (i) burglary; (ii) forgotten place of storage; or (iii) unexplained disappearance of cash.

## **XI. LOSS OF TRAVEL DOCUMENTS**

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**11.1** The Company will reimburse the Insured Person up to the limits stated in the Policy Schedule or Official Confirmation of Coverage for the (i) cost of the replacement of the passport including unused visa and re-issuance of the travel tickets of the same class; (ii) travel and communication expenses necessary in obtaining such replacements; and (iii) unplanned accommodation expenses resulting from failure to board the original flight departure due to lost travel documents provided always that an Insured Person shall exercise reasonable care for the safety and supervision of the property. The loss of travel documents must be reported to the police within forty-eight (48) hours of the discovery and copy of the police report must be obtained.

### **11.2 EXCLUSIONS SPECIFIC TO LOSS OF TRAVEL DOCUMENTS:**

Benefit will not be provided for the following:

- a) Loss of traveler's checks
- b) Replacement cost of travel documents, travel and/or accommodation expenses without proof of payment

## **XII. EMERGENCY TRIP CANCELLATION**

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**12.1** Trip Cancellation means the abandonment of the planned trip by outright cancellation of reservations for the travel and accommodations resulting in the refund of a portion of the payments made in advance. The Company will reimburse up to the limits stated in the Policy Schedule or Official Confirmation of Coverage the non-refundable portion of the travel and accommodation expenses, penalties and other irrecoverable pre-paid charges related to the trip according to the contract with the Provider (e.g. hotel, airline), Travel Agency and/or Tour Operator, if the trip has to be cancelled within thirty (30) days before the scheduled departure date or on the scheduled departure date from the Point of Origin as stated in the Policy Schedule or Official Confirmation of Coverage due to:

- a) death, life-threatening condition or Serious Illness/Injury of the Insured Person or his Immediate Family;
- b) sickness of the Insured Person or his Immediate Family who is travelling on the same Itinerary resulting to a physician's written declaration of patient being unfit to travel for the past seven (7) days immediately before or on the scheduled departure date;
- c) sickness resulting to compulsory quarantine or denied boarding of the Insured Person or his Immediate Family who is travelling on the same Itinerary;
- d) unexpected outbreak of strike, riot, or civil commotion at the Point of Origin or at the planned destination arising out of circumstances beyond the control of the Insured Person;
- e) sudden acts of Terrorism causing an immediate release of the highest Travel Advisory of "Do not travel" at the place of departure or at the planned destination up to the limit stated in the Policy Schedule or Official Confirmation of Coverage;
- f) severe weather conditions, natural catastrophe (earthquake, flood, hurricane, tornado, tsunami, wildfire, volcanic eruption and other similar events) at the Point of Origin or at the planned destinations;
- g) loss of travel documents of the Insured Person or his Immediate Family who is travelling on the same Itinerary provided that such loss is reported to the police having jurisdiction at the place of the loss no more than forty-eight (48) hours from the incident. Any claim must be accompanied by written documentation from such police;
- h) technical failure of aircraft on which Insured Person is scheduled to board;
- i) technical failure or mechanical fault of the airport facility.

## 12.2 LIMITATIONS OF BENEFIT SPECIFIC TO EMERGENCY TRIP CANCELLATION:

- a) The Company will not pay for any loss that is covered by any other existing insurance scheme, government program or loss which will be paid or refunded by a hotel, airline or travel agent in relation to the cancelled trip.
- b) The Company will not pay for any specified circumstance in respect of an Immediate Family who is travelling on the same Itinerary unless also insured under the Company's Travel Policy.

## 12.3. EXCLUSIONS SPECIFIC TO EMERGENCY TRIP CANCELLATION:

This benefit does not cover cancellation due to pregnancy, childbirth or miscarriage of the Insured Person or his Immediate Family. Any medical expense is not reimbursable under this benefit.

## XIII. EMERGENCY TRIP TERMINATION

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**13.1** If during travelling, after the coverage has begun and it was necessary for the Insured Person (1) to extend the period of stay away from his Point of Origin, or (2) to curtail his planned onward journey without returning to the Point of Origin, or (3) to cut short his trip by returning to the Point of Origin stated in the Policy Schedule or Official Confirmation of Coverage, the Company will reimburse up to the limits stated in the Policy Schedule or Official Confirmation of Coverage the non-refundable portion of the travel fare and accommodation expenses, penalties and other irrecoverable pre-paid charges related to the trip according to the contract with the Provider (e.g. hotel, airline), Travel Agency and/or Tour Operator. This benefit is applicable if trip termination is due to any of the following:

- a) death, life-threatening condition or Serious Illness/Injury of the Insured Person or his Immediate Family;
- b) sickness of the Insured Person or his Immediate Family who is travelling on the same Itinerary resulting to a physician's written declaration of patient being unfit to travel for the past seven (7) days immediately before or on the scheduled departure date;
- c) sickness resulting to compulsory quarantine or denied boarding of the Insured Person or his Immediate Family who is travelling on the same Itinerary;

If it was necessary for the Insured Person to extend his period of stay away from his Point of Origin for medical assistance or after Hospital discharge as may be applicable for a), b) and c), the Company will reimburse the cost of the Insured Person's unplanned accommodation;

- d) unexpected outbreak of strike, riot, or civil commotion at the place of departure or at the planned destination arising out of circumstances beyond the control of the Insured Person;
- e) sudden acts of Terrorism causing an immediate release of the highest Travel Advisory of "Do not travel" at the place of departure or at the planned destination up to the limit stated in the Policy Schedule or Official Confirmation of Coverage;
- f) severe weather conditions, natural catastrophe (earthquake, flood, hurricane, tornado, tsunami, wildfire, volcanic eruption and other similar events) at the place of departure or at the planned destinations;
- g) loss of travel documents of the Insured Person or his Immediate Family who is travelling on the same Itinerary provided that such loss is reported to the police having jurisdiction at the place of the loss no more than forty-eight (48) hours from the incident. Any claim must be accompanied by written documentation from such police;
- h) technical failure of aircraft on which Insured Person is scheduled to board;
- i) technical failure or mechanical fault of the airport facility.

**13.2 LIMITATIONS OF BENEFIT SPECIFIC TO EMERGENCY TRIP TERMINATION:**

- a) The Company will not pay for any loss that is covered by any other existing insurance scheme, government program or loss which will be paid or refunded by a hotel, airline or travel agent in relation to the terminated trip.
- b) The Company will not pay for any specified circumstance in respect of an Immediate Family who is travelling on the same Itinerary unless also insured under the Company's Travel Policy.

**13.3 EXCLUSIONS SPECIFIC TO EMERGENCY TRIP TERMINATION:**

This benefit does not cover cancellation due to pregnancy, childbirth or miscarriage of the Insured Person or his Immediate Family. Any medical expense is not reimbursable under this benefit.

**XIV. TRAVEL DELAY**

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**14.1** The Company will pay up to the amount stated in the Policy Schedule or in the Official Confirmation of Coverage, for the incurred expenses of restaurant meals or refreshments, if the departure of the Common Carrier in which the Insured Person had arranged is delayed for more than the number of hours delay as stated in the Policy Schedule or in the Official Confirmation of Coverage due to severe weather conditions, natural catastrophe (earthquake, flood, hurricane, tornado, tsunami, wildfire, volcanic eruption and other similar events), technical failure of aircraft on which Insured Person is scheduled to board or technical failure or mechanical fault of the airport facility. An additional payment will be made after seventy-two (72) hours for the same occurrence if the travel delay occurs from a place of departure that is not his Point of Origin.

**14.2** The Company will also provide up to the benefit under Travel Delay for the number of hours difference as stated in the Policy Schedule or Official Confirmation of Coverage between the original flight itinerary and the rebooked or new flight because of passenger's late arrival at the airport due to severe weather conditions, natural catastrophe (earthquake, flood, hurricane, tornado, tsunami, wildfire, volcanic eruption and other similar events) technical failure of the preceding sea-based/land-based public transportation.

**14.3 EXCLUSION SPECIFIC FOR TRAVEL DELAY:**

This benefit does not cover any delay of a chartered flight.

**14.4 LIMITATIONS OF BENEFIT SPECIFIC TO TRAVEL DELAY:**



- a) The maximum amount payable for Travel Delay is 100% of the benefit per occurrence for more than the number of hours delay as stated in the Policy Schedule or Official Confirmation of Coverage subject to the condition as stipulated in Section 14.1 of this Policy.
- b) The Insured can only claim from either Travel Delay or Missed Connecting flight for the same occurrence.

#### **XV. MISSED CONNECTING FLIGHT**

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**15.1** In the event the Insured Person misses his scheduled onward connecting flight while overseas at the transfer point due to the late arrival of the Insured Person's incoming flight and no alternative onward transportation is made available to the Insured Person within the consecutive number of hours delay as stated in the Policy Schedule or Official Confirmation of Coverage after the arrival time of his incoming flight, the Company will pay the Insured Person, for the incurred expenses of restaurant meals or refreshments and/or hotel accommodation, for each consecutive hour delay. The Company will pay up to the amount stated in the Policy Schedule or Official Confirmation of Coverage. The late arrival of the incoming flight must be due to severe weather conditions, natural catastrophes, technical failure of aircraft on which Insured Person is scheduled to board, technical failure or mechanical fault of the airport facility or organized industrial action/strike or hijack.

**15.2 EXCLUSION SPECIFIC TO MISSED CONNECTING FLIGHT:**

The Insured Person's incoming and onward connecting scheduled flight is a chartered flight.

**15.3 LIMITATION OF BENEFIT SPECIFIC TO MISSED CONNECTING FLIGHT:**

The Insured can only claim from either Travel Delay or Missed Connecting flight for the same occurrence.

#### **XVI. HIJACK**

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**16.1** If, during the Period of Insurance, the Common Carrier conveyance in which the Insured Person is on board and is illegally seized as a result of a hijack, the Company will pay up to the limit stated in the Policy Schedule or Official Confirmation of Coverage:

- a) After the first twenty-four (24) hours
- b) Additional payment after the first seventy-two (72) hours

Subject otherwise to the exclusions, limitations, terms and conditions of the Policy.

#### **XVII. BURIAL EXPENSES (REIMBURSEMENT ONLY)**

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**17.1** The Company will pay the cost of burial expenses to be incurred at the Point of Origin, if the Insured Person dies during the Period of Insurance. Benefit is payable up to the limits stated in the Policy Schedule or Official Confirmation of Coverage if the death is due to an Accident covered by the Policy.

#### **XVIII. OPTIONAL BENEFITS**

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The Benefits under Optional Benefits will only be payable if shown in the Policy Schedule or Official Confirmation of Coverage and the corresponding premiums are paid.

**18.1 FLIGHT OVERBOOKED**

The Company will cover the expenses for restaurant meals or refreshments incurred by the Insured Person while on a Trip for every full consecutive hour and up to the maximum benefit limit indicated in the Policy Schedule or Official Confirmation of Coverage, if no alternative transportation arrangement is made within the stated number of

hours in the Policy Schedule, delay of which was caused by denied boarding on a confirmed scheduled flight of the Common Carrier due to overbooking.

## **18.2 EXTENDED BAGGAGE & PERSONAL EFFECTS BENEFIT**

The Company will reimburse the cost of repair or replacement in respect of a Pair or Set of articles, i.e., pawnable jewelry, watches, photographic equipment and the Insured Person's own ski equipment if, during the Period of Insurance, the said articles were stolen, lost or damaged. The reimbursement will be subject to the inner limit per Pair or per Set of articles but not exceeding the maximum benefit limit as stated in the Policy Schedule or Official Confirmation of Coverage per Period of Insurance.

### **18.2.1 EXCLUSIONS SPECIFIC TO EXTENDED BAGGAGE & PERSONAL EFFECTS BENEFIT:**

This Benefit shall not cover:

- a) The Deductible amount of each claim and per occurrence per Insured Person as stated in the Policy Schedule or Official Confirmation of Coverage
- b) Any article loaned, hired or entrusted to the Insured Person
- c) Lost articles resulting from unattended motor vehicles
- d) Any loss not reported to the local police at the vicinity of the loss within twenty-four (24) hours of discovery of such loss
- e) Any lost or damaged article while in transit, which is not notified immediately to the Common Carrier operator
- f) Claims where the police report or Common Carrier operator's report is not submitted to The Company
- g) Lost article which was unaccompanied by the Insured Person while in a public place
- h) Loss or damage resulting from electrical or mechanical breakdown, wear and tear, moth or vermin, denting or scratching or any process of dyeing or cleaning
- i) Loss or damage arising from confiscation or detention by Customs or other lawful officials and authorities
- j) Loss or damage in respect of Insured Person's Personal Effect or Possession other than pawnable jewelry, watches, photographic equipment and the Insured Person's own ski equipment
- k) Any willful act or negligence of the Insured Person

## **18.3 PURCHASED PERSONAL PROPERTY PROTECTION**

**18.3.1** The Company will pay the Insured Person for physical loss or damage to personal property occurring within thirty (30) days after the date of purchase. The Insured Person should have purchased the personal property during the Period of Insurance in the Philippines and/or overseas using a qualified credit card. The Company may make payment or, at their option, replace or repair the lost or damaged property, subject to the limit stated in the Policy Schedule or Official Confirmation of Coverage, not exceeding the purchase price of the lost or damaged property. The Company shall have the exclusive right for any recovery of the property.

### **18.3.2 LIMITATIONS OF BENEFIT SPECIFIC TO PURCHASED PERSONAL PROPERTY PROTECTION:**

- a) The maximum amount payable for any property shall be subject to the limit per item and limit per annum as stated in the Policy Schedule or Official Confirmation of Coverage and shall not exceed the amount reflected on an Insured Person's credit card billing statement or store receipt.
- b) For any partially paid property purchased using the qualified credit card, the maximum amount payable will be pro-rated based on the percentage of partial payment to the full purchase price.
- c) For any property belonging to a Pair or Set, the maximum amount payable will be the full purchase price if the Pair or Set cannot be used or replaced individually.

**18.3.3 EXCLUSIONS SPECIFIC TO PURCHASED PERSONAL PROPERTY PROTECTION:**

- a) This benefit does not cover loss or damage in consequence of:
  - i. Confiscation, detention or examination by customs authorities or other officials
  - ii. Seizure or destruction under quarantine or custom regulation
  - iii. Fraud, Transporting contraband or illegal trade
  - iv. Wear and tear or gradual deterioration
  - v. Unaccompanied property or losses arising from personal negligence or unexplainable disappearance
  - vi. Damage arising from inherent product defects
- b) Benefits will not be provided for any loss or damage to:
  - i. Cash, traveler's checks, banknotes, stocks, negotiable instruments, securities or bonds
  - ii. Animals or living plants
  - iii. Jewelry and watches in baggage unless physically carried and at all times under the personal supervision of the Insured Person or Insured Person's travelling companion who is personally known to the Insured Person.
- c) No payment shall be made for any malicious damage caused directly by the Insured Person, or any member of his Immediate Family

**18.4 LAND VEHICLE RENTAL EXCESS PROTECTION**

**18.4.1** If during the period of insurance the Insured Person hires a land vehicle from a licensed rental agency, which is (i) damaged due to a collision while driving; (ii) involved in fire, external explosion, self-ignition, lightning; (iii) being driven by the authorized driver named in the vehicle rental contract or agreement in the course of the trip, the Company will, subject to the limit in the Policy Schedule or Official Confirmation of Coverage, reimburse for the rental land vehicle excess that the Insured Person becomes legally liable.

**18.4.2 EXCLUSIONS SPECIFIC TO LAND VEHICLE RENTAL EXCESS PROTECTION:**

- a) Theft of the entire land vehicle or its accessories or parts;
- b) Any liability, bodily injury or property damage caused by and arising out of the use of the rented land vehicle;
- c) Consequential loss, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages;
- d) Damage to tires unless damaged at the same time with the rented land vehicle;
- e) Any malicious damage caused directly by the Insured Person, any member of his Immediate Family;
- f) While the rented land vehicle is not driven by the authorized driver/s named in the vehicle rental contract or agreement;
- g) Any accident or damage to the rented land vehicle that is not in accordance in the vehicle rental contract or agreement;
- h) Any illegal or unlawful use of the rented land vehicle;
- i) Rental Fee;
- j) More than one (1) incident per trip.

**18.5 LEGAL FEES**

The Company will compensate for legal services rendered or incurred by the Insured Person while on a Trip due to unlawful arrest or malicious detainment by any government during the Period of Insurance, up to the limits stated in the Policy Schedule or Official Confirmation of Coverage.

**XIX. EMERGENCY ASSISTANCE BENEFITS**

**19.1** The Company will provide the following assistance benefits on top of the Medical Treatment Limit stated in the Policy Schedule or Official Confirmation of Coverage and shall be filed for reimbursement provided that such assistance is a result of treatment of Illness or Injury, or due to death which is covered by the Policy and occurring during the Period of Insurance. Furthermore, benefits under this section are subject to all the provisions and exclusions of the Policy.

The Company retains the absolute right to decide whether the Insured Person's condition is sufficiently serious to warrant the availment of the benefits listed herein. The total amount to be reimbursed shall not exceed the cost of the assistance services equally provided for through the Company's designated assistance service provider. Upon request and only if feasible, availment of services may be provided and arranged through the Company's designated assistance provider.

The following benefits are available to the Insured Person:

**19.1.1 MEDICAL CONSULTATION, EVALUATION AND REFERRAL:**

The Company's designated assistance provider provides telephone access to Operations Center staffed twenty-four (24) hours a day, every day of the year, with multilingual personnel for medical consultation, evaluation and referrals to trained Physicians.

**19.1.2 EMERGENCY MEDICAL EVACUATION:**

The Company will cover for an evacuation under appropriate medical supervision, by the mode of transport necessary, to the nearest medical facility capable of providing required care when an adequate medical facility is not available proximate to the Insured Person, as determined by the Company and the consulting Physician.

**19.1.3 MEDICAL REPATRIATION:**

When medically necessary, as determined by the Company and the consulting Physician, repatriation under medical supervision to the Insured Person's legal residence or to a medical or rehabilitation facility near the Insured Person's residence, at such time as the Insured Person is medically cleared for travel via commercial carrier, provided the repatriation can be accomplished without compromising the Insured Person's condition. If the time period to receive medical clearance to travel by Common Carrier exceeds fourteen (14) days from the date of discharge from the Hospital, an appropriate mode of transportation may be covered, such as an air ambulance. Medical or non-medical escorts may be included as necessary.

**19.1.4 HOSPITAL ADMISSION ASSISTANCE FOLLOWING A MEDICAL EVACUATION:**

The Company, through its designated assistance provider, issues a prompt financial guarantee to facilitate admittance to a foreign medical facility and/or validate Insured Person's medical insurance; provided that the Insured Person must repay all funds advanced for Hospital admittance within forty-five (45) days of the date advanced. The Insured Person, through his health plan or other means, is responsible for costs incurred for medical services rendered by the treating medical facility.

**19.1.5 MEDICAL MONITORING:**

Medical personnel will monitor Insured Person's condition and will (i) stay in regular communication with the Attending Physician and/or Hospital and (ii) relay necessary and legally permissible information to family members.

**19.1.6 PRESCRIPTION ASSISTANCE:**

If an Insured Person needs replacement prescription medicine while traveling, the Company helps with replacing the prescription, when possible and legally permissible and upon consulting with the Attending Physician. The Insured Person is responsible for the cost of the prescription.

**19.1.7 EMERGENCY MESSAGE TRANSMISSION:**

Legally permitted emergency messages will be received and transmitted to and from family members.

**19.1.8 COMPASSIONATE VISIT:**

When an Insured Person is traveling alone and will be hospitalized for more than seven (7) consecutive days, the Company will cover for economy, round-trip, Common Carrier transportation to the major airport closest to the place of hospitalization to a designated Family member or personal friend. It is the responsibility of the family member or the friend to meet all visa and document requirements, if applicable.

**19.1.9 CARE OF MINOR CHILD(REN):**

One-way economy Common Carrier transportation, with attendants if required, will be covered to the place of residence of minor child(ren) when they are left unattended as a result of medical emergency or death of the Insured Person.

**19.1.10 RETURN OF MORTAL REMAINS:**

In the case of the Insured Person's death, the return of mortal remains will be covered. The Company will cover the cost of any assistance necessary in the transport including locating a local, licensed funeral home, mortuary or direct disposition facility to prepare the body for transport, completing all documentation, acquire all legal clearances, procuring consular services (for death overseas), obtaining death certificates, purchasing the minimally necessary casket or air transport container, as well as transporting the remains, including retrieval from site of death and delivery to receiving funeral home.

**19.1.11 INTERPRETER AND LEGAL REFERRALS:**

Upon request, referrals to interpreters, counselors or legal personnel will be provided.

**19.1.12 LOST LUGGAGE OR DOCUMENT ASSISTANCE:**

The Company helps the Insured Person locate lost luggage, documents personal belongings or assist with the replacement of lost travel tickets.

**19.1.13 EMERGENCY CASH COORDINATION:**

The Company assists in coordinating the transfer of emergency cash to the Insured Person, provided the Insured Person has a verifiable travel emergency and is circumstantially without other financial means. The source of the funds is the responsibility of the Insured Person.

**19.1.14 PRE-TRIP INFORMATION:**

The Company offers the Insured Person country profiles that include visa requirements, immunization and inoculation recommendations, embassy and consulate information, country specific details and security advisories as well as other pertinent information for travel destinations.

The Insured Person hereby acknowledges that the Company's obligation to provide or contract for the above services is subject to the following conditions/exclusions:

**CONDITIONS:**

The Company will not provide coverage in the following instances:

Group Policy No.: **00537962**

Customer Service Hotline Number: +632 230-8511

Mobile Number for Viber & What's App: +63 998 964-6649

E-mail Address: [client\\_services@pacific.com.ph](mailto:client_services@pacific.com.ph)

- a) Travel undertaken specifically for securing medical treatment
- b) Injuries resulting from participation in acts of war or insurrection
- c) Commission of an unlawful act(s)
- d) Suicide attempt
- e) Incidents involving the use of Drugs unless prescribed by a Physician
- f) Transfer of the Insured Person from one medical facility to another medical facility of similar capabilities which provides a similar level of care

The Company will not cover the evacuation or repatriation of the Insured Person:

- a) Without medical authorization;
- b) With mild lesions, simple injuries such as sprains, simple fractures, or mild sickness which can be treated by local Doctors and do not prevent the Insured Person from continuing his/her trip or returning home;
- c) With a pregnancy with a term of over six (6) months;
- d) With mental or nervous disorders unless hospitalized.

The Company cannot guarantee the provision of outside services to an otherwise Insured Person who does not possess valid worldwide health insurance coverage. Notwithstanding this provision that the Company cannot guarantee the provision of services when the Insured Person lacks valid worldwide health insurance coverage, the Company shall make its best reasonable efforts to provide service in such a circumstance.

#### **EXCLUSIONS:**

Trip exceeding days specified in the Policy Schedule or Official Confirmation of Coverage from legal residence without prior notification to the Company.

Legal actions arising hereunder shall be barred unless written notice thereof is received by the Company within one (1) year from the date of event giving rise to such legal action.

While assistance services are available worldwide, transportation response time is directly related to the location/jurisdiction where an event occurs. The Company is not responsible for failing to provide services or for delays in the delivery of services caused by strikes or conditions beyond its control, including by way of example and not by limitation, weather conditions, availability of airports, flight conditions, availability of hyperbaric chambers, communication systems, or where rendering of service is limited or prohibited by local law or edict.

All consulting Physicians, attorneys and services provider are independent contractors/3rd parties and not under the control of the Company. The Company is not responsible or liable for any malpractice committed by professionals rendering services to an Insured Person.

The Insured Person must reimburse the Company for any service rendered upon Insured Person's request that is beyond the scope of the Policy.

The designated assistance provider is not affiliated with the underwriter of the Company and such underwriter shall not be held liable or responsible for any acts or omissions by the designated assistance provider in connection with or arising under the rendering of services described herein.

The Company retains the absolute right to decide whether the Insured Person's medical condition is sufficiently serious to warrant Emergency Medical Evacuation. If and when the Insured Person's condition does not merit an evacuation as per the Company's designated assistance provider's assessment, and the Insured Person requests for such evacuation anyway, the Company shall carry out the request, however expenses shall be the Insured Person's responsibility.

If the Insured Person is covered for domestic travel, only the benefits under 18.1.1, 18.1.2 and 18.1.5 are applicable.

**19.2** Guarantee of Medical Expenses during Hospitalization for a covered Illness or Accident is subject to the Company's policy and approval. This facility is not applicable to domestic travel.

## **XX. EXCLUSIONS APPLYING TO THE ENTIRE POLICY**

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The Policy does not cover any form of loss sustained by the Insured Person arising from causes in consequence of:

1. War (declared or undeclared), Terrorism, acts of piracy, any form of kidnapping, invasion, acts of a foreign enemy or hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, mutiny, civil commotion, military or usurpation of power, riots, strikes, military or popular rising unless specified as covered event under the benefit provision;
2. Intentional self-inflicted Injury, suicide or attempted suicide (whether felonious or not) while sane or insane, alcoholism, drug-abuse related problem or any psychiatric condition;
3. Active duty in the military, naval or air forces of any Country or International Authority;
4. Charges for Professional Fees of medicolegal officer;
5. Death or disablement occasioned by or happening through pregnancy, childbirth, miscarriage or abortion;
6. Natural catastrophes; epidemics including military or paramilitary epidemics, and which are declared by any local, regional or international agency or organization authorized to address health issues in the local and national geographical area or country unless specified as covered event under the benefit provision;
7. Committing or attempting to commit an illegal, unlawful activity, law violation, provoked assault, felony or criminal act;
8. Any claim arising directly or indirectly out of excessive consumption of alcohol, misuse or irrational use of Drugs, solvent or any addicting and habit-forming drugs/substance. Excessive consumption of alcohol is characterized by the Insured Person's alcohol level being above the normal rate of such alcohol test;
9. Ionizing radiations or contamination by radioactivity from any sources like nuclear plant leaks, nuclear waste from process of nuclear fission, or from any nuclear weapons material;
10. Participating in (but not limited to) the following activities including the practice and actual competition: Auto racing, professional sports, contact sports, winter sports, racing other than foot racing, motorcycling (except daily use for transportation on a paved road), dressage, skydiving, parasailing, hang gliding, flying (other than as a fare paying passenger on a duly licensed commercial aircraft), caving, rock or mountain climbing (with or without the use of ropes or other equipment), bungee jumping, polo, steeplechasing, hitchhiking, non-recreational diving or sport diving, recreational scuba diving to a sea depth greater than thirty (30) meters, recreational scuba diving by a non-certified diver who is diving without the supervision of a recognized scuba diving certification agency approved dive master or instructor to a sea depth up to thirty (30) meters, or any hazardous activity, unless declared to and accepted by the Company and except for deliberate exposure to exceptional danger not including in an effort to save human life.
11. Entering, operating, servicing, riding in, ascending or descending from any kind of conveyance if the Insured Person is an operator, officer or member of the crew of the conveyance, or is giving or receiving any kind of training or instruction or has any duties aboard the conveyance, or requiring descent therefrom;
12. Traveling as a fare-paying passenger in or on any conveyance that does not belong to a duly registered commercial airline and is not intended for the transport of fare-paying passengers on regular and published scheduled routes;
13. Reimbursements for any service to the Insured Person which are in excess of the maximum benefit or in excess of those which are reasonable and customary after due consideration of the geographic and economic factors applying to the place where the service was provided;
14. Engaging in any occupation or trade that is unacceptable to the Company;

15. Charges incurred for provision of all certificates, documentations, pieces of information and evidences required by the Company including the translation cost of such evidences in support of an application or claim for benefits;
16. Communication and transportation expenses other than medically necessary telecommunications and local ambulance/transportation services.
17. Any benefit claim stated in the Policy Schedule or in the Official Confirmation of Coverage for which indemnity will be covered or reimbursed under any other insurance policy, existing insurance scheme, government program; or will be paid or refunded by any carrier, airline, hotel, travel agent or any other party;
18. Any expense or service not approved and arranged by the Company or its designated assistance provider, except that this exclusion shall be waived in the event the Insured Person or his traveling companions cannot for reason beyond their control notify the Company or its designated assistance provider during an emergency situation. In any event, the Company reserves the right to reimburse the Insured Person only for expenses incurred for service which the Company or its designated assistance provider would have provided under the same circumstances up to the actual cost used but not to exceed the maximum limit in the Policy Schedule or Official Confirmation of Coverage.
19. Pre-Existing Conditions and its consequences or sequelae and its complications, unless stated covered in the Policy Schedule or Official Confirmation of Coverage.
20. Injury, or disease arising out of duties of employment or profession with physical hazard;
21. Failure to take precautions to avoid a claim after there was a warning reported or published in the mass media not to travel.

The Company and its designated service provider cannot be held responsible for failure to provide services or for delays caused by strikes or conditions beyond its control, including but not limited to, flight conditions or where local laws or regulatory agencies prohibit the Company and its designated service provider rendering such services.

## **XXI. CLAIMS PROVISION**

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### **21.1 CLAIM SUBMISSIONS:**

**21.1.1 CERTIFICATION, INFORMATION AND EVIDENCE:** All certificates, accounts, receipts, information and evidence required by the Company shall be furnished in such form as the Company may require.

**21.1.2 SUFFICIENCY OF NOTICE:** Written notice of any claim given by or on behalf of the Insured Person or Beneficiary to the Company or to any authorized representative of the Company, with information sufficient to identify the Insured Person, shall be deemed notice to the Company.

**21.1.3 NOTICE OF CLAIM:** Notice of any claim must be given to the Company within thirty-one (31) days after the date of loss or of completion of events for which the claim is being made or as soon as thereafter as is reasonably possible.

In the event of accidental death, immediate notice thereof must be given to the Company.

**21.1.4 PROOF OF CLAIM:** All claims shall be filed together with reasonable proof obtained, at the Insured Person's expense, of the death, Illness, Disability, Injury, or loss for which the claim is made as well as any and all supporting information. All proof of claim must be submitted in the English language and the translation shall be at the expense of the Insured Person.

The list of reasonable proof of claim is as stated in the Company's Reimbursement Checklist.



Completed claim forms and written proof of loss must be furnished to the Head Office of the Company within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce the claim if it was not reasonably possible to give proof within such time.

Claims are not deemed to be complete and benefits are not payable unless all bills under such claims have been submitted and agreed upon by the Company and only costs actually incurred shall be considered for reimbursement.

**21.1.5 PHYSICAL EXAMINATION AND AUTOPSY:** The Company shall have the right and opportunity to examine the Insured Person when and as often as it may reasonably require during the pendency of claim hereunder, and the right and opportunity to make an autopsy in case of death, where it is not forbidden by law.

**21.1.6 PAYMENT OF CLAIMS:** Indemnity under this Policy is payable to the Insured Person himself or to the person other than the Insured Person himself, who has legal right to insure the subject of the policy of insurance, as the case may be. However, in case of death of the Insured Person during the Period of Insurance, indemnity for loss of life of the Insured Person is payable to the Beneficiary specified in the Application for insurance, if surviving the Insured Person. If no beneficiary is designated, the benefit due, if still unpaid, shall be paid to the heirs or estate of the Insured Person under the law on succession.

The amount of any damage or loss for which the Company may be liable under the Policy shall be paid within thirty (30) days after proof of loss is received by the Company and ascertainment of loss or damage is made either by agreement between the Insured Person and the Company or by arbitration; but if the ascertainment of the loss is not had or made within sixty (60) days after such receipt by the Company of proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt. Refusal or failure to pay the loss within the time prescribed herein will entitle the Insured Person to collect interest or the proceeds of the Policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such refusal or failure to pay is based on the ground that the claim is fraudulent.

**21.1.7. CONDITIONS PRECEDENT TO ANY LIABILITY:** Any liability of the Company to the Insured Person shall be wholly dependent upon:

- a) The Company being furnished with all required statements and declarations to be provided by the Insured Person or an Application or enrollment form provided by the Company and the complete truth of all such statements and declaration.
- b) The complete truth of all statement and declarations made in respect to any claim made against the Company by the Insured Person under the provisions of the Policy.
- c) The due observance and fulfillment of the terms, conditions, and provisions of the Policy and Endorsements to it insofar as they relate to anything to be done or complied with the Insured Person.

**21.1.8 FRAUDULENT CLAIMS:** If any claim under the Policy is in any respect fraudulent, all benefits payable and/or paid in relation to that claim shall be forfeited and if deemed appropriate, recoverable respectively.

## **21.2 BENEFIT PAYMENT:**

**21.2.1 COORDINATION OF BENEFITS:** Benefits will not exceed the total expenses when combined with other insurance in force or organizations or which are provided free of charge in government or private facilities.

## **XXII. TERMS AND CONDITIONS**

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Group Policy No.: **00537962**

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**22.1 ENTIRE CONTRACT OR CHANGES IN THE POLICY:** The Policy, the submitted Application form and all Schedules, Endorsements, rider clauses or warranties attached thereto are the whole contract. Any change to the Policy on or after the Effective Date is not acceptable. Any change to the Policy prior to the Effective Date must be approved by an authorized officer of the Company and such approval must be endorsed or attached to the Policy. If a special meaning is attached to any word or expression in the Policy, or its Schedules, Applications or Endorsements, it will continue to bear such meaning throughout the Policy.

No alterations to the terms of or Endorsement to the Policy shall be valid unless countersigned by the duly authorized officer of the Company. No such alteration or Endorsement shall affect any Official Confirmation of Coverage or Policy issued prior to the alteration or Endorsement without the written consent of the Insured Person.

**22.2 OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfillment by the Insured Person(s) of the terms and conditions, as printed on the Policy and any Endorsement, rider clause or warranty attached to the Policy insofar as they relate to anything to be done or complied with by then, and the truth of the statements and particulars in every proposal for insurance or submission of a claim shall be conditions precedent to any liability of the Company.

**22.3 CHANGE OF COUNTRY OF RESIDENCE, OCCUPATION, HABITS, OR PURSUANT:** The Insured Person shall give or cause to give immediate notice to the Company of any change in address, Country of Residence, occupation, habits or pursuits of any person covered under the Policy. For change in Country of Residence, the Company shall not be liable for losses arising from such a change until and unless such notice is duly given within ninety (90) days from such occurrence of change and approved by the Company. The change must be endorsed to the Policy and any additional premium if any is paid.

**22.4 SUIT AGAINST THE COMPANY:** 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, within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claim shall be for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**22.5 ALTERNATIVE MODES OF DISPUTE RESOLUTION:** In the event of any 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.

**22.6 ABSOLUTE OWNERSHIP:** The Company shall, unless otherwise expressly provided by Endorsement on the Policy, be entitled to treat the Insured Person as the absolute owner of the Policy and shall not be bound to recognize any equitable or other claim to or interest in the Policy. The receipt of the Insured Person or of the Insured Person's personal representative alone shall be an effectual discharge.

**22.7 APPLICATION FOR EXTENSION OF PERIOD OF INSURANCE:** Any application for an extension of the Period of Insurance must be submitted to the Head Office and approved prior to any effectivity of such extension. Such approved extension will be duly endorsed to the Policy. During the extension period the following benefit availments are not covered:

- a) Any medical availment (emergency and non-emergency case) that is due to a condition and its complications that occurred or was treated during the Period of Insurance coverage preceding this extension

b) Any medical condition and its complications in which the natural history can be medically determined to have started during the Period of Insurance of the preceding Policy, whether or not the Insured Person was aware of such Illness or Condition.

**22.8 CHANGE OF PLAN:** Any application for an upgrading of plan will only be allowed if the Insured Person has not departed for his trip. An application for upgrade on or after the effective date is not acceptable. No application for the downgrading of plan will be allowed.

**22.9 AREA LIMITATION:** No Benefit shall be payable for Illness, Injury, Accident or loss occurring outside of the Area Covered as stipulated in the Official Confirmation of Coverage.

**22.10 CANCELLATION:** The Policy may not be cancelled by the Company except in accordance with and pursuant to the provisions of Sections 64 and 65 of the Insurance Code. In the event of such Cancellation, the Company shall refund the unearned portion of the paid premium to the Insured Person. The Company will allow the cancellation of the Policy upon the request of the Insured Person but solely for the reason of non-issuance or denial of their visa application. The amount of refund will be the premium paid less the applicable cancellation fee at the time of cancellation. Notice of claim must be given to the Company within thirty-one (31) days from non-issuance or denial of visa application. Failure to submit such notice within the time required shall forfeit the refund of premium.

**22.11 VENUE IN CASE OF LITIGATION:** In the event of any legal action, which may arise out of the provisions of the Policy, the case shall be filed within the various courts of Makati or in the court having jurisdiction in the address of the Policyholder or Insured as appearing in Policy Schedule or in the Official Confirmation of Coverage or Change of Address Endorsement provided it is within the Philippines and to the exclusion of any other courts outside the Philippines.

**22.12 CURRENCY:** All the benefits shall be payable in the currency of the plan that was applied for, unless otherwise requested by the Insured Person and approved by the Company.

**22.13 CIVIL CODE ARTICLE 1250 WAIVER: CIVIL CODE ARTICLE 1250 WAIVER:** 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 the Policy.

**22.14 SUBROGATION (OR CLAIM AGAINST THOSE LIABLE FOR THE CLAIM)**

If at any time the Company has paid a claim to the Insured Person (or his Beneficiary) which may be recoverable from a third party, the Company may require the Insured Person (or his Beneficiary) to provide them with an instrument of Subrogation whereby the Company would have the right at any time and at their own expense to institute proceedings in the name of the Insured Person (or his Beneficiary) to recover compensation from such third party; provided that, any amount so recovered, but not to exceed the aggregate of the indemnities paid by the Company to the Insured Person (or his Beneficiary) together with the costs of recovery, shall belong to the Company and any excess shall be paid to the Insured Person (or his Beneficiary). The Insured Person (or his Beneficiary) will undertake to assist the Company in the successful recovery of the losses.

**22.15 CIRCULAR LETTER NO. 9-97:** The Policy is subject to Circular Letter No. 9-97, "Guidelines for Foreign Currency Denominated Investments and Insurance Policy".

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**22.16 MISSTATEMENT OF AGE:** If the age of the Insured Person has been misstated, all amounts payable under the Policy shall be the benefits corresponding to the age of the Insured Person at the time of the issue date of the Policy Schedule or Official Confirmation of Coverage. Any additional premium required for the Insured Person's age shall be deducted from his claims. If according to the correct age of the Insured, the coverage provided by the Policy would not have become effective or would have ceased prior to the acceptance of such premium(s), then the liability of the Company during the period the Insured Person is not eligible for coverage shall be limited to the refund, of all premiums paid for the period not covered by the Policy.

**22.17 RIGHT OF RECOVERY:** In the event that authorization of payment and/or payment is made by the Company for a claim which is not covered under the Policy or when the limit of liability of this insurance is exceeded, the Company reserves the right to recover the said sum or excess from the Policyholder/Insured Person.