

SPECIAL PROVISIONS

**Attached to and forming part of Banco de Oro Unibank, Inc Travel Policy No.
LATA00003919**

I. DEFINITIONS

Definitions under this Agreement:

1. **“Insured Person”** shall mean the BDO Gold Credit Cardholders and Family members up to age 75 as defined herein.
2. **“Family Members”** shall mean the Insured’s legal spouse up to 75 years old and all accompanied children up to 18 years old.
3. **“BDO Gold Credit Cardholders”** shall mean the holder of a valid unexpired BDO principal or supplementary Credit Card under any electronic Card brand such as VISA, MasterCard, JCB, UnionPay, Dual Gold, Diners Club International issued by the Policyholder in the Philippines and who at the time of a covered claim or loss is still an active Cardholder.
4. **“Program”** shall mean the insurance program secured by the Policyholder for its BDO Gold Credit Cardholders wherein the Company is the insurer.
5. **“Policy”** shall mean the (Philippine) Insurance Commission-approved policy to be used in the Program. A copy of which is attached hereto as Annex “A” and forming an integral part of this Agreement.
6. **“Scheduled Flight”** shall mean a flight in an aircraft operated by an air carrier provided that such air carrier holds a certificate, license, or similar authorization for scheduled air transportation for fare-paying passengers issued by the relevant authorities in the country in which the aircraft registered and in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports at regular specific time.

Such Scheduled Flight is regularly and continually flown on routes and at the times as published in the ABC World Airways Guide as amended from time to time.

Departure times, transfers and destination points shall be established by reference to the Insured Person’s Scheduled Flight ticket.

7. **“Public Conveyance”** shall mean any land or water conveyance, which is duly licensed for the regular transportation of fare-paying passengers and shall include Scheduled Flight as defined herein but shall exclude any hired or rental car or any conveyance operated for the purpose of amusement or entertainment. For the avoidance of any doubt, travel via cruise ship shall be covered by the Program and shall not be considered as “conveyance operated for purposes of amusement or entertainment”.

Definitions under the Insurance Policy

"Injury" whenever used in this Policy shall mean bodily Injury sustained by the Insured Person during the Period of Insurance and is caused solely and directly by an Accident independently of any other causes.

"Accident" means a sudden, unforeseen and fortuitous event that results in the Insured Person suffering Death or Injury.

"International Trip" means a journey taken by an Insured Person outside the Philippines subject to a maximum of thirty (30) days from the date departure from the Philippines until his/her return to the Philippines.

"Domestic Trip" means a journey taken by an Insured Person within the Philippines subject to a maximum of thirty (30) days from the Usual Place of Residence for which a return leg has been arranged.

"Usual Place of Residence" means the place in the Philippines where the Insured Person currently stays or lives or the regular place of active employment of the Insured person. In the case of Domestic Trip, it is the place in the Philippines where the Insured Person is staying during the Insured Journey.

"Usual, Customary and Reasonable Medically Necessary Expenses" shall mean a charge which is made for treatment, supplies or medical services medically necessary to treat the Insured Person's condition; does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses is incurred; and does not include charges that would not have been made if no insurance existed.

"Medically Necessary Expenses" means expenses incurred as a result of Injury or Sickness sustained while on board a scheduled flight or public conveyance when taking International Trip and paid by the Insured Person to a legally Qualified Medical Practitioner, Hospital and/or ambulance service for medical, surgical, Xray, Hospital or nursing treatment including the cost of medical supplies and ambulance hire and including the cost of dental treatment where such treatment is necessarily incurred to restore sound and natural teeth, caused only by an Accident. All treatment must be prescribed by a Qualified Medical Practitioner in order for expenses to be reimbursed under this Policy.

"Sickness or Disease" shall mean noticeable change in the physical health of an Insured occurring during the Domestic Trip or International Trip which requires the Insured to seek care of a Medical Practitioner acting within the scope of his/her license to treat Sickness for which the claim is made provided the nature of illness is not excluded from the Policy.

"Hospital or Hospitalization" shall mean Hospital (other than an institution for the aged, chronically ill or convalescent rest or nursing home and/drug or alcohol rehabilitation facilities) operated pursuant to law for the care and treatment of injured or sick persons with organized facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision.

“Qualified Medical Practitioner” shall mean a registered and qualified medical practitioner licensed under applicable laws and acting within the scope of his/her license and training. The attending Qualified Medical Practitioner shall not be the Insured Person, the Insured Person’s spouse, a person booked to accompany the Insured Person on the International Trip, or a person who is related to the Insured Person.

“Pre-existing Condition” shall mean any condition for which the Insured Person received medical care, treatment, advice for treatment, diagnoses, consultation or prescribed drugs within ninety (90) days preceding the date that the Insured Person became insured under this Policy, or a condition for which medical advice or treatment was recommended by a Qualified Medical Practitioner within ninety (90) days preceding the date that the Insured Person became insured under this Policy.

"Air Common Carrier" means any air conveyance operating under a license for the transportation of passengers for hire.

"Additional Expenses" means any expenses for meals and lodging which were necessarily incurred as the result of a covered hazard and which were not provided by the air common carrier or any other party.

"Inclement Weather" means any severe weather condition, which delays the scheduled arrival or departure of an air common carrier.

"Strike" means any labor disagreement or dispute, which interferes with the normal departure and arrival of an air common carrier.

"Equipment Failure" means any sudden and unforeseen breakdown in the air common carrier’s equipment that caused a delay interruption of normal trips.

II. OPERATION OF INSURANCE COVERAGE

This insurance for the Insured Person shall operate only when he/she is taking an international trip or domestic trip during the Period of Insurance, provided that the entire fare has been fully paid through the BDO Gold Credit Card. In the event that the Cardholder suffers a loss while on board a scheduled airline flight in which the airline sells tickets on-board the flight and the Insured has not purchased his/her ticket by charging it in advance to a BDO Gold Credit Card prior to boarding the flight, the Company will evaluate such loss and settle the claim if it can be established that no other form of payment was used for the flight in question.

International travel is covered for a maximum duration of 30 days at 100% of the benefits. Domestic Travel is also covered for a maximum duration of 30 days at 100% of the benefits.

III. DECLARATION and POLICY TERMS AND CONDITIONS

A. For Accidental Death & Disablement

The Insured Persons are the eligible BDO Gold Credit Cardholders and their Family Members who travel as passengers on land, sea or air common carrier, provided the entire fare or tickets are purchased using his/her BDO Gold Credit Cards.

Extension

This Policy extends to cover any Injury sustained by an Insured Person during the following periods:

- (i) Travelling directly from the Insured Person's place of residence to the immigration counter in the Philippines within five (5) hours before the scheduled departure time of the Common Carrier in which he/she has arranged to travel for the purpose of starting a Trip; and
- (ii) Travelling directly from the immigration counter to the Insured Person's place of residence in the Philippines within five (5) hours of the actual arrival time of the Common Carrier in which he/she has arranged to travel upon completion of a Trip.

A. For Medical Expense Reimbursement, Loss/Damage to Baggage, Baggage Delay and Flight Delay

The Insured Persons are the eligible BDO Gold Credit Cardholders and their Family Members who travel as passengers on land, sea or air common carrier, provided the entire fare for the travel has been paid through his/her BDO Gold Credit Card.

Flight Delay

In the event that the Insured Person's confirmed Schedule Flight is delayed or cancelled and no alternative onward transportation is made available to the Insured Person within six (6) hours of the actual departure time of this Scheduled Flight, Starr will indemnify the actual additional expenses necessarily and reasonably incurred for the hotel accommodation and restaurant meals and refreshments, up to the maximum limits as specified in the Schedule, provided the Insured Person shall be at the airport at the time of such flight delay.

B. For Flight Re-route, Personal Liability and Rental Vehicle Excess

The Insured Persons are the eligible BDO Gold Credit Cardholders and their Family Members who travel as passengers on land, sea or air common carrier, provided the entire fare for the travel has been paid through their BDO Gold Credit Card.

D. Hotel Expense due to Convalescence

We will reimburse the Insured Person for hotel lodging expenses (excluding extras), as long as We previously authorized it, when the attending physician prescribes mandatory bed rest after hospitalization. In order to obtain this benefit the Insured Person must have been hospitalized for a minimum period of 5 (five) consecutive days and the hospitalization must have been authorized by Us. These hotel expenses will have a daily limit, a total maximum as specified in the Schedule of Benefits.

A. Accident and Disablement

When as a result of an Accident occurring between the Departure and the Return Dates, the Insured Person sustains Injury which results in his/her death or disablement, the Company will pay to his/her beneficiaries the amount as provided in the Benefits Tables below provided that:

- a. such loss occurs within one hundred eighty (180) days after the date of accident causing such loss;
- b. the indemnity payable for any such loss shall be the amount stipulated under the Table of Losses and the Principal Sum stated therein shall be the amount stated as Principal Sum under the Schedule of Benefits as applicable to such person; and
- c. if more than one loss stated in the Table of Losses is sustained as a result of one accident, the Company shall only be liable to pay one loss, which shall be the largest amount payable.

TABLE OF LOSSES

<u>Description of Loss</u>	<u>Indemnity</u>
For Loss Of Life Principal Sum
Both Hands/Both Feet/Sight of Both Eyes Principal Sum
One hand and One Foot Principal Sum
Either Hand/Foot or Sight of One Eye. Principal Sum
Either Hand or Foot One Half of the Principal Sum
Sight of One Eye One Half of the Principal Sum

The term "loss" as used herein shall mean with regard to hands and feet, actual severance through or above wrist or ankle joints, and with regard to eyes, entire irrecoverable loss of sight.

Disappearance

If the body of an Insured Person has not been found within one (1) year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed, subject to all other terms and provisions of the Policy, that such Insured Person shall have suffered loss of life within the meaning of the Policy.

Exclusions:

- The policy does not cover any accidental injury:
- a. occasioned by Civil or Foreign war whether declared or not;
 - b. caused by the absorption by the Insured Person of any drugs, medication, or treatments not prescribed by a Physician;

- c. caused by the influence of alcohol characterized by a blood alcohol level of the Insured Person equal or superior to that fixed by the laws regulating the use of automobiles;
- d. occasioned by the suicide, attempted suicide or intentionally self-inflicted injury by the Insured Person
- e. sickness or disease of any kind

Also excluded are all accidental bodily injuries occurring in the following circumstances:

- a. during the Insured Person's participation in any professional sports;
- b. while the Insured Person participates in any competition involving the use of a motorized land, water or air vehicle;
- c. consequent on the Insured Person riding or driving a motorcycle or motor scooter with an engine displacement over 125cm³;
- d. when the Insured Person is flying as a fare-paying passenger in or on any aircraft that does not belong to an airline company not duly registered and agreed for the transport of fare-paying passengers on any regular and published schedule routes. Flying using privately-owned aircrafts are not covered;
- e. during active service of the Insured Person in any of the armed forces of any nation;
- f. the participation of the Insured Person in a criminal act;
- g. during the practice or utilization by the Insured Person, either as a pilot or passenger, of a sailplane, hanglider, parasail, parachute, or engaging in any aerial flight other than as a passenger.

B. For Medical Expense Reimbursement

The Company will reimburse the Usual Customary and Reasonable Medically Necessary Expenses as defined, incurred up to the maximum benefit level stated in the Schedule of Benefits on an International Trip or Domestic Trip for Injury or Sickness suffered by the Insured Person, solely and independently of any other causes.

In the event an Insured Person becomes entitled to a refund of all or part of any of the expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other source. All reimbursement of such expenses shall be in accordance to the prevailing laws, rules and regulations of the Philippines.

Exclusions:

No benefits will be provided for any loss resulting (in whole or in part) from:

- a. pregnancy and its complications;
- b. illness or disorders of a psychological nature, nervous depressions, mental illness, sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
- c. suicide, attempted suicide, or intentionally self-inflicted injury;
- d. periodic control and observation examinations;
- e. failure to obtain Philippine government required vaccinations before departure;
- f. alcohol or drug abuse;

- g. any pre-existing medical conditions, any effect of a source of radioactivity, epidemics,
- h. any International or Domestic Trip undertaken against the advice of a Qualified Medical Practitioner or when the purpose of such Trip was to obtain any form of medical treatment, consultation or advice.

C. For Loss of / Damage to Baggage Insurance

Under this section, the Company shall pay the Insured Person up to the limit stated in the Schedule of Benefits for loss or damage to the Insured Person's Baggage during the period in the common carrier.

- a. Loss must occur as a result of the theft of the baggage or the personal effects from the Insured Person provided that such loss must be reported to the police having jurisdiction at the place of the loss no more than twenty-four (24) hours from the incident. Any claim must be accompanied by written documentation from such police;
- b. The Company may make payment or, at its option, reinstate or repair subject to due allowance of wear and tear and depreciation in respect of articles more than one year old;
- c. Insured Person cannot claim from under both benefits of the Loss and Damage to Baggage and Baggage Delay for the same loss.

Exclusions

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

- a. animals;
- b. documents, identity papers, credit and payment cards, transport tickets, cash, traveler's checks, stocks and securities, jewelry ;
- c. keys;
- d. skis, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except while checked as baggage with a registered common carrier;
- e. automobiles and automobile equipment, motorcycles, trailers and caravans, boats, motors and other means of transport (including accessories);
- f. equipment for professional use;
- g. musical instruments, objects of art, antiques, collector's items, furniture;
- h. eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges;
- i. perishables and consumables;
- j. baggage sent in advance or souvenirs and articles mailed or shipped separately;
- k. hired or leased equipment;
- l. business goods or samples;
- m. data recorded on tapes, cards, disc or otherwise.

Benefits will not be provided for any loss resulting in whole or in part from:

- a. wear and tear or gradual deterioration;
- b. insects or vermin;
- c. inherent vice or damage;
- d. confiscation or expropriation by order of any government or public authority;
- e. seizure or destruction under quarantine or custom regulation;
- f. transporting contraband or illegal trade;

- g. mysterious disappearance;
- h. breakage of brittle or fragile articles, cameras, computers (including softwares and accessories), musical instruments, radios, and similar property.

D. Baggage Delay Insurance

If the Insured Person's accompanied check-in flight luggage is not delivered to him/her or has not arrived at the destination airport within six (6) hours of the Insured Person's actual arrival at the scheduled destination point of his Scheduled Flight, the company will indemnify the actual additional expenses necessarily and reasonably incurred within two (2) days at such scheduled destination for emergency purchase of essential clothing and requisites, up to the maximum limits as specified in the Schedule provided that such luggage has been checked-in by an authorized official or the air carrier with which the Insured Person was traveling at the time of the occurrence.

Such Insurance as is afforded an Insured Person shall apply only to the following hazards:

- a. any delay or cancellation by an air common carrier caused by inclement weather;
- b. any delay or cancellation due to a strike or other job action by employees of any air common carrier scheduled to be used by the Insured Person during his/her trip;
- c. any delay or cancellation caused by equipment failure of an air common carrier;
- d. any delay caused by mishandling of Luggage on the part of the air common carrier.

E. Flight Delay

In the event that the Insured Person's confirmed Schedule Flight is delayed or cancelled and no alternative onward transportation is made available to the Insured Person within six (6) hours of the actual departure time of this Scheduled Flight, the Company will indemnify the actual additional expenses necessarily and reasonably incurred for the hotel accommodation and restaurant meals and refreshments, up to the maximum limits as specified in the Schedule, provided the Insured Person shall be at the airport at the time of such flight delay.

F. Flight Reroute

If as a result of the Flight delay, the Common Carrier is cancelled or delayed for over twelve (12) hours from the time specified in the original itinerary, The Company shall indemnify an Insured Person in respect of additional travelling expenses necessarily incurred for re-routing his/her itinerary to reach the original destination subject to the maximum benefit stated in the Schedule.

G. Personal Liability

The Company shall indemnify the Insured Person for any legal costs incurred under any of the following circumstances due to his/her negligence in the course of a Trip subject to the maximum benefit stated in the Schedule on the condition that the

Insured Person does not offer or promise payment or admit fault to any other third party, and/or become involved in any litigation without The Company's written approval:

- (a) Accidental death or Injury to any person; or
- (b) Accidental loss of or damage to the property of any person.

The Company shall not be liable for the following:

- (a) Damage to the property of or to any person who is an Immediate Family Member or the employer of the Insured Person;
- (b) Damage to property which belongs to the Insured Person or is in his/her care, custody or control;
- (c) Damage relating to any liability assumed by the Insured Person under contract;
- (d) Damage relating to the willful, malicious, or unlawful act on the part of the Insured Person;
- (e) The ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals;
- (f) The undertaking of any trade, business or profession;
- (g) Any criminal proceedings; or
- (h) Any liability which has been admitted or settled by the Insured Person.

H. Rental Vehicle Excess

If during the period of insurance the Insured Person hires a vehicle which is stolen, damaged or involved in a collision whilst driving or under the control of the Insured Person in the course of a Trip, The Company shall reimburse the Insured Person for the rental vehicle excess subject to the maximum benefit stated in the Schedule.

PROVISIONS

- (a) The Insured Person must take comprehensive motor vehicle insurance provided by the rental organization against any loss or damage to the rental vehicle during the rental period.
- (b) The Insured Person must not violate any terms of the rental agreement or comprehensive motor vehicle insurance policy.
- (c) The Insured Person must be liable for the loss or damage of the rental vehicle in the incident.
- (d) The Insured Person must hold a valid driving license for the country in which the theft, damage or collision has occurred.
- (e) Any illegal or unlawful use of the rental vehicle by the Insured Person is excluded.
- (f) Any incident incurred while the rental vehicle is under the control of the Insured Person who is under the effects of alcohol or drugs are excluded.
- (g) This benefit shall be payable once per Trip.

IV. SCHEDULE OF BENEFITS

In consideration of the payment of premium in the manner, and at the time stated in **Part VI** (Miscellaneous) and **Part VII** (Premium), respectively, the Company agrees with the Policyholder named in the Declarations to insure the eligible persons of the Policyholder (called, Insured Person [s]), to the extent herein provided and subject to all of the exceptions, limitations and provisions of the Policy.

The insurance afforded hereunder is only with respect to such and so many of the Benefits as are indicated by a specific amount set below each such Benefit listed in this Schedule, and is only with respect to the Insured Person (s) as defined in the Policy to which this Schedule is attached.

In cases where the wordings of the Special Provision and the Policy Wordings are in conflict, the wordings, terms and conditions of the Special Provision will apply.

Benefits **	Coverage Limits
<p>A. Travel Accident Insurance Accidental Death & Dismemberment</p> <ul style="list-style-type: none"> - Cardholder - Spouse - Children 	<p>5,000,000 2,500,000 250,000</p>
<p>B. Travel Inconvenience Flight Delay (Max of 8 payments) Baggage Delay (Max of 8 payments) Loss/Damage to Baggage (up to 5,000/item) Medical Expense Reimbursement</p>	<p>Up to 1,250 per 6 hours Up to 1,250 per 6 hours Up to 30,000 20,000</p>
<p>C. Other Benefits Flight Reroute (over 12 hours delay or cancellation) Personal Liability Rental Vehicle Excess Document Loss Hotel Expense due to Convalescence Loss of Credit Card Maximum Number of days Covered</p>	<p>50,000 2,500,000 20,000 up to 50,000/max if 10,000 per day 5,000 per day, max 10 days up to 10,000 30 days for international, 30 days for domestic</p>
Aggregate Limit any one occurrence	PHP 100,000,000

V. GENERAL EXCLUSIONS

The Company will not pay under any section of this policy for loss or liability directly or indirectly arising as a result of:

- a. Loss of or damage resulting from willful, malicious or unlawful act or negligence of the Insured Person;
- b. Any act of war, act of a foreign enemy, civil war, invasion, and revolution, insurrection use of military power or usurpation of government or military power. War shall mean war, whether declared or not, any warlike activities including the use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends;
- c. Any serious physical injury, Sickness or Disease resulting directly or indirectly from, attributed to, or accelerated by;
 - The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction, or radiation or radioactive contamination; or the dispersal or application of pathogenic or poisonous biological or chemical materials; or

- The release of pathogenic or poisonous biological or chemical materials.

For the purpose of this exclusion, serious physical injury means;

- Physical injury that involves a substantial risk of death; or
- Protracted and obvious physical disfigurement; or
- Protracted loss of or impairment of the function of a bodily member or organ.

- d. Loss, destruction or damage to any property whatsoever or any loss or expense whatsoever arising there from or any consequential loss directly or indirectly caused or contributed to by or arising from ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- e. Any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities;
- f. Any violation of the Insured Person of any prohibition or regulations by any government;
- g. Any breach of government regulation or any failure by the Insured Person to take reasonable precautions to avoid a claim under the Policy following the warning of any intended strike, riot or civil commotion through or by general mass media;
- h. The Insured Person not taking all reasonable efforts to safeguard his/her property or to avoid Injury or minimize any claim under the Policy;
- i. Hunting, riding or driving in any kind of race, participating in any professional sports or in any sport whereby the Insured Person would or could earn or receive remuneration, donation, sponsorship, award or certificate of any kind and air travel (other than as a fare-paying passenger in any properly licensed private and/or commercial aircraft or other mode of conveyance or transportation);
- j. Pregnancy or childbirth, and any Injury or Sickness associated with pregnancy, childbirth or venereal disease;
- k. Suicide or attempted suicide or intentional self-injury by the Insured Person while sane or while insane or provoked assault or intoxication or drugs;
- l. Mental and nervous disorders, including but not limited to insanity;
- m. Declared or undeclared war;
- n. Injury sustained in consequence of riding as a passenger or otherwise in any vehicle or device of aerial navigation, except as provided in 'Operation of Insurance Coverage', Section II.
- o. The Insured Person employed on merchant vessels, engaging in naval, military or air force service or operations or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore activities like diving and oil-rigging or mining or aerial photography or handling of explosives.