



Starr International Insurance Philippines Branch

Unit 5, 23rd Floor, Tower 2, The Enterprise Center, 6766 Ayala Ave.,
cor. Paseo de Roxas, Legaspi Village, Makati City 1226, Philippines
Tel: (632) 689 6600 Fax: (632) 689 6630
Website: www.starrcompanies.com

SPECIAL PROVISIONS - ELITE

Attached to and forming part of Banco de Oro Unibank, Inc Travel Policy No.
LATA00002818

I. DEFINITIONS

Definitions under this Agreement:

1. **“Insured Person”** shall mean the BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere 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 Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere Cardholders”** shall mean the holder of a valid unexpired BDO Platinum or Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere principal or supplementary Credit Card under any electronic Card brand such as but not limited to VISA, MasterCard, JCB, UnionPay and Diners Club, issued by the Policyholder in the Philippines, collectively known as **Elite Cards** 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 Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere Cardholders, collectively known as **Elite Cards**, 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 and specific times.

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.



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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.

“Overseas Trip” shall mean travel undertaken by the Insured Person up to fifteen (15) consecutive days from the date of departure from the Philippines until his/her return to the Philippines.

“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 Overseas Trip and paid by the Insured Person to a legally Qualified Medical Practitioner, Hospital and/or ambulance service for medical, surgical, X-ray, 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 Overseas Trip which requires the Insured to seek the 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.



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“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 Overseas 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 a trip during the Period of Insurance within the Philippines or abroad, provided that the entire fare has been fully paid through the BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere Credit Cards. 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 Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere 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 15 days at 100% of the Benefits; Domestic Travel is also covered for a maximum duration of 15 days at 100% of the benefits.

III. DECLARATION and POLICY TERMS AND CONDITIONS

1. Name of Policyholder



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BANCO DE ORO UNIBANK, INC. For and in behalf of BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere Credit Card Holders, collectively referred to as Elite Cards (hereinafter referred to as "BDO" /"Policyholder") on the lives of their eligible principal and supplementary BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere Credit Card Holders and their spouses and dependent children.

2. The Insured Persons

A. For Travel Accident and Dismemberment

The Insured Persons are the eligible BDO BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere Credit Card Holders and their Family Members who travel as passengers on land, sea or air common carrier, provided their fares or tickets are purchased using his/her BDO BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere Credit Cards.

B. For Medical Expense Reimbursement, Baggage Loss, Baggage Delay, Trip Cancellation, Trip Termination/Trip Curtailment, Flight Delay and Loss of Travel Documents

The Insured Persons are the eligible BDO BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere Credit Card Holders 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 BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere Credit Cards.

3. Description of Hazards:

A. For Travel Accident and Dismemberment

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 dismemberment, 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



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- 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

Description of Loss	Indemnity
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 Overseas 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 cancellations resulting from Civil or Foreign war, riots, popular movements, any pre-existing conditions, terrorist acts, any effect of a source of radioactivity, epidemics, pollution, natural catastrophes and climatic events.
- h. any Overseas 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 as it may select in respect of articles not older than one (1) year;
- c. 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;
- d. 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 of 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. For 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



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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. For 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. For Trip Cancellation

This section pays up to the limit stated in the schedule of benefits for loss of travel fare and/or accommodation expenses paid in advance by the **Insured** and for which the Insured is legally liable and which are not recoverable from any other source consequent upon cancellation of the Trip necessitated by the following occurring within thirty (30) days before the date of the commencement of the Trip:

- a. death or serious Injury or sickness or compulsory quarantine of the Insured, spouse parent, parent-in-law, grandparent, child, brother, sister, business partner or co-director.
- b. unexpected outbreak of strike, riot, or civil commotion at the planned destination arising out of circumstances beyond the control of the Insured;
- c. serious damage to the Insured's principal residences due to fire, flood or similar natural disaster (typhoon, earthquake, etc) within one (1) week from the departure date which requires your presence on the premises on the departure date;
- d. witness summons or jury service.

However, the Company will not pay for any loss caused directly or indirectly by government regulations or control, bankruptcy, liquidation or default of travel agencies or carrier caused cancellation. The Company will not pay for any loss that is covered by any existing insurance scheme, government program or which will be paid or refunded by a hotel, airline, and travel agent for any other travel and/or accommodations.

G. For Trip Termination/Trip Curtailment

This section pays up to the limit stated in the schedule of benefits for additional traveling, hotel expenses or board incurred and loss of travel and/or accommodation expenses paid in advance or forfeited by the Insured Person after the commencement of the holiday or travel consequent upon the Insured Person having to return to his or her place of residence following the unexpected death, serious injury or sickness or hijack of the Insured Person, the Insured Person's spouse, parent, parent-in-law, grandparent, child, brother, sister, business partner or co-director who is a resident in the Philippines. This coverage is effective only if it is purchased before the Insured Person becomes aware of any circumstances which could lead to the disruption of his/her journey.

This section extends to cover the reasonable and necessary travel costs and additional hotel accommodation incurred by one immediate family member of the Insured Person, such costs arising from the death of or serious injury to the Insured Person as the result of an accident excluding any death or injury arising from air crash during the period of insurance up to a maximum benefit stated in the schedule of benefits.

Emergency trip termination/trip curtailment means abandonment of the planned trip by return to the place of initial departure after arrival at the booked destination as shown on the booking invoice.

H. For Lost Travel Documents Protection

The Company will pay up to the benefit level applicable to the Selected Plan for the cost of obtaining replacement passports, travel tickets and other relevant travel documents lost as well as additional travel expenses and hotel accommodation incurred to replace lost travel documents when such loss arises out of robbery, burglary or theft whilst on the Domestic or Overseas Trip.

Exclusions:

The Company shall not be liable for any claim arising directly or indirectly from, in respect of or due to any of the following:

- a. Loss of cash and bank notes, travelers check, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities of any kind, loss of credit cards or replacement of credit cards, Identity Cards (IC) and driving licenses, travel documents, except as provided for in this section;
- b. Loss in respect of shortage due to error, omission, exchange transaction or depreciation in value;
- c. Loss not reported to the police within twenty-four (24) hours after the discovery of such loss; and/ or
- d. Loss as a result of detention or confiscation by any lawfully constituted authorities.

4. Schedule of Benefits

In consideration of the payment of premium in the manner, and at the time stated in **Part IV** (Miscellaneous) and **Part V** (Premium), respectively, the Company agrees with the Policyholder named in the Declarations to insure the eligible persons of the Policyholder



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(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 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.

BDO ELITE CARDS	Coverage Limits
A. Travel Accident Insurance Accidental Death & Dismemberment - Cardholder - Spouse - Children	20,000,000 20,000,000 2,000,000
B. Travel Inconvenience Medical Expense Reimbursement Loss/Damage to Baggage Baggage Delay Flight Delay Trip Termination Trip Cancellation Loss of Travel Documents	Up to 1,500,000 80,000 3,000 per 6 hours, max of 24,000 3,000 per 6 hours, max of 24,000 200,000 200,000 200,000
On Persons Covered	Eligible BDO Card Corporation- ELITE CARDS (BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay JCB Platinum, Diners Club Premiere Principal and Supplementary Credit Cardholders) Subject to the attached Schedule / provisions / insuring agreement
Beneficiary/Relation	For distribution to the legal heirs of the Insureds or as interest may appear c/o Policy Holder
Scope of Coverage	International Travel –up to 15 consecutive days at 100% of benefits Domestic Travel – up to 15 consecutive days at 100% of benefits
Aggregate Limit	100,000,000 any one loss

5. 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.

IV. MISCELLANEOUS

a. Effective Date & Termination of Individual Insurance



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Insurance is effective on a covered trip when the fare for such trips is charged by the Insured Person to his/her BDO Platinum, Titanium Mastercard or Diamond UnionPayCard issued by the Policyholder.

This Agreement shall be made binding and effective for all BDO Platinum, Titanium Mastercard or Diamond UnionPay Cardholders and their eligible family members, qualified under the Program who have successfully charged their travel fares through their Platinum or Titanium Mastercard and Diamond UnionPay Card during the period specified in this Agreement, or within one (1) year from the effective date of membership under the Program (as certified by the Policyholder), regardless of termination of this Agreement for whatever reason.

- b. The premium of **P30.00 per** cardholder for the first **111,389** cardholders will be charged for each active and current BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum or Diners Club Premiere Cardholder.

Each supplementary cardholder will be charged the same premium per Policy year or any part thereof.

- c. Written notice of Accidental Death, Injury; Flight delay, Delay of Baggage or Loss of/Damage to Luggage or Medical Expense Reimbursement on which the claim is based must be given to the Company within sixty (60) days after date of loss.
- d. For claims against Flight Delay and/or Delay of Baggage benefits, proof of loss shall be required by the Company and shall include, but not limited to (1) a written notification by the air common carrier for flight delay and/or baggage delay, (2) a receipt of the ticket purchase charged to the BDO Platinum or Titanium Mastercard or Diamond UnionPay Card and (3) any proof of purchase incurred using the BDO Platinum, Titanium Mastercard and UnionPay Card for which a claim is being made.

V. PREMIUM

- a. The above premium will be charged to each BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere Cardholder only on a per card basis per year irrespective of time when the Cardholder joins this Program. Consequently, no pro-rata premium will be charged.
- b. For the purpose of establishing the **renewal** premium under this Policy, the Policyholder will remit to the Company the premium of **Three Million Three Hundred Forty One Thousand Six Hundred Seventy Pesos** as payment of coverage for the **111,389** minimum guaranteed number of active cardholders.
- c. The Company shall issue a Master Policy in the name of Banco de Oro Unibank, Inc. and shall send a billing for full premium payment on the guaranteed number of **111,389** lives or current active cardholder base declared by the Policyholder whichever is higher.

- d. For the purpose of enrolling cardholders in excess of the **renewal** card volume charged at policy **renewal**, the Policyholder will declare the actual number of active BDO Platinum, Titanium Mastercard, Visa Platinum, Diamond UnionPay, JCB Platinum and Diners Club Premiere cardholders at the end of the policy year.
- e. Adjustment premium for additional cardholders in excess of the **renewal** volume submitted shall be charged at the end of the policy year at the rate of 50% of the annual premium per card.
- f. For the purpose of policy renewal, Policyholder will remit to the Company the appropriate premium amount based on the year-end declaration of members from the previous year multiplied by 100% of the annual premium.

VI. CANCELLATION

- a. Agreement - Either Party may immediately terminate this Agreement on written notice to the other Party in the event that:
 - i. the other Party shall be in default in the performance or observance of any material covenants or provisions hereof and such Party shall have failed to remedy such default or breach within thirty (30) days after receiving written notice of such default or breach;
 - ii. any material representation or warranty made by the other Party is false or untrue when made;
 - iii. the other Party shall make a general assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other Party for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets;
 - iv. this Agreement becomes impossible to perform in accordance with its terms and conditions by reason of any law, regulation or other government directive affecting the performance of any of the Parties; or
 - v. any law or regulation should become effective in the Republic of the Philippines or elsewhere that would restrict a Party's termination rights hereof or otherwise invalidate any Party's obligations under this Agreement.

Notwithstanding the foregoing, the Policyholder may terminate this Agreement without cause or for convenience by giving the Company at least thirty (30) days written notice prior to intended termination date.

Termination of this Agreement shall not prejudice any right which may have accrued to either Party before the effective date of termination. Neither will the termination of this Agreement affect the validity of the group personal accident policy issued in favor of the Policyholder, the provisions of which will be governed by the Insurance Code.

- b. Policy - The Company may cancel this Policy by written notice delivered to the Policyholder, or mailed to its last address as shown by the records of the Company at least ninety (90) days before such cancellation can be effective.



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c. In the event of such cancellation of the Policy for any reason (other than the default of the Company under Article VI.a. i, ii or iii above, for which a full reimbursement of the premiums paid by the Policyholder shall be made], the Company will return promptly the pro rata unearned portion of any premium actually paid by the Policyholder computed as indicated below:

Policy Duration	Percentage of Premium Earned	Percentage of Unearned Premium
2 Months (minimum)	40%	60%
3 Months	50%	50%
4 Months	60%	40%
5 Months	70%	30%
6 Months	75%	25%
Over 6 months	100%	0%

Such cancellation shall be without prejudice to any claim-originating prior thereto.

VII. USE OF MARKETING MATERIALS/OWNERSHIP RIGHTS

Any and all marketing materials/advertisements/flyers must be jointly reviewed and approved in writing by the Company and the CLIENT prior to production, release and publication for the purpose of ensuring that it will reflect the true intention of the Parties and the Policy.

The Policyholder retains exclusive rights and ownership over its business name, associated marks and logos, the BDO Platinum, Titanium Mastercard or Diamond UnionPay cards, and the Policyholder Confidential Information as defined under Section XI hereof.

VIII. EFFECTIVITY AND TERM OF AGREEMENT

This Agreement shall take effect on May 31, **2018**, and shall continue to be effective until May 31, **2019** unless otherwise extended by mutual agreement in writing by the Parties or unless earlier terminated by either Party in accordance with Section VI above or by mutual consent in writing of the parties.

IX. RELATIONSHIP OF THE PARTIES

This Agreement shall not constitute an employer-employee relationship between the Company and the Policyholder and that neither party is an agent nor a partner of the other party.

Each party warrants that it carries on an independent business and has substantial capital or investment in the conduct of its business. As such, (1) the Policyholder shall have the exclusive right to select, engage and discharge personnel/workers or otherwise direct and control their services hereunder, and (2) The determination of wages, salaries or compensation of the personnel/workers of such party shall be within its full control.



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X. INDEMNITY

Each Party shall indemnify and hold the other Party, its stockholders, subsidiaries, affiliates, directors, officers and employees, free and harmless from any and all losses, damages, claims or liabilities of whatever kind and nature, which the other may suffer in connection with this Agreement for causes attributable to the fault or negligence of the other Party.

In case of default by the Policyholder, and the matter was referred by the Company to an attorney, the latter shall be entitled to collect from the Policyholder an Attorney's Fee equivalent to 10% of the amount involved, but in no case less than P5,000.00. The same rule shall apply in case the Company defaults in the performance of its obligations under the subject Agreement.

XI. CONFIDENTIALITY CLAUSE

The Company shall keep and maintain in strict confidence, and treat as proprietary to the Policyholder, any and all data obtained from, provided or disclosed by the Policyholder to the Company and/or to its representatives, (including, without limitation, information relating to Cardholders), in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential (hereinafter "**Policyholder Confidential Information**"), Moreover, the Company shall (a) transmit the Policyholder Confidential Information only to its agents, consultants, and employees on a need-to-know basis and after each one of them has agreed to be bound by the terms and conditions of this agreement and not to disclose the same except as provided herein; (b) not to directly or indirectly use, copy, digest, or summarize any Policyholder Confidential Information except as provided in this agreement, and (c) not to disclose any Policyholder Confidential Information to any other party without the prior written consent of the Policyholder. The Policyholder may grant its consent for the disclosure of the Policyholder Confidential Information in its sole discretion and on a case-by-case basis. The Company expressly agrees not to use the Policyholder Confidential Information to gain or attempt to gain a competitive advantage over the Policyholder. The Company shall not permit copies of the Policyholder Confidential Information to be made without the express written consent of the Policyholder. Copies shall be deemed confidential and in all respects subject to the terms of this Agreement. All Policyholder Confidential Information shall remain the sole and exclusive property of the Policyholder and shall be used by the Company only for the purpose intended, except as may be required by applicable law or legal process. This provision shall survive the termination of this agreement.

XII. ASSIGNMENT/SUBCONTRACTING

Either Party shall not assign any of its rights or obligations under this Agreement nor subcontract any of its duties and responsibilities hereunder without the prior written consent of the other Party which consent shall not be unreasonably withheld.



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XIII. AMENDMENTS

Any revision, amendment or change in the Agreement shall be made in writing and upon mutual agreement of the Parties.

XIV. NOTICES

Any notice or communication under this Agreement shall be in writing and shall be delivered personally or transmitted by registered mail, postage prepaid, or facsimile as follows:

To Company: Unit 5, 23/F Tower 2, The Enterprise Center,
6766 Ayala Avenue cor. Paseo de Roxas,
Legaspi Village, Makati City
Attention: Nenette S. Lalisan
Vice President

To Policyholder: 24/F, The JMT Corporate Condominium
27 ADB Avenue, Ortigas Center,
Pasig City
Attention: _____

All notices shall be deemed duly given on the date of receipt, if personally delivered; the date fifteen (15) days after posting, if mailed (postage prepaid); or receipt of transmission, if by facsimile. Either Party may change its address for purposes hereof by giving notice to the other Party.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties as to its subject matter and supersedes all prior agreements, understandings and negotiations, written or unwritten, as to such subject matter.

XVI. SEVERABILITY

All the provisions hereof shall be considered as separate terms and conditions. In the event any such provision would be held to be invalid, prohibited or unenforceable by a court or other body of competent jurisdiction for any reason unless narrowed by construction, this Agreement shall be construed as if such invalid, prohibited or unenforceable provision has been more narrowly drawn so as not to be invalid, prohibited or unenforceable; provided that the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.



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XVII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

XVIII. COURT ACTION

The Parties hereby agree that any legal action, suit or proceeding arising from or in connection with this Agreement shall be instituted in any competent court in Makati City, to the exclusion of other courts, which the Parties hereby expressly and willingly waive.

Attached to and forming part of **STARR INTERNATIONAL INSURANCE PHILIPPINES BRANCH's** Annual Travel Policy.

IN WITNESS WHEREOF, **STARR INTERNATIONAL INSURANCE PHILIPPINES BRANCH** has caused this Policy to be executed on its behalf by the undersigned authorized representative.

**STARR INTERNATIONAL INSURANCE
PHILIPPINES BRANCH**

BY:



GARY WONG
General Manager