

Chubb Travel Insurance Policy



Insurance Agreement

In consideration of the statements in the Policy application or other acceptable means of enrollment, which shall be the basis of this contract and whose original copy or proof is filed with the Insurance Company of North America – Philippine Branch (a Chubb Company), hereinafter called the “Company”, and made a part of this Policy, upon the payment of premium and subject to all the exclusions, provisions and other terms of this Policy, the Company hereby insures the persons named, hereinafter called the “Insured”, against loss indicated as covered in the Schedule of Benefits occurring during the term of this Policy.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed and commenced on the Effective Date stated in the Policy Schedule, provided that no insurance shall be in force unless the Policy Schedule or Travel Itinerary Page is signed by an authorized representative of the Company.

A handwritten signature in blue ink, appearing to read "Peter van Ratingen".

Peter van Ratingen
Country President

(The Insurance Commission of the Philippines, with offices in Manila, Cebu and Davao, is the government office in charge of the faithful execution and enforcement of all laws relating to insurance and has supervision over insurance companies. It is ready at all times to render assistance in settling any controversy between an Insurance Company and an Insured relating to insurance matter.)

Effective Date and Termination Date of Insurance

During the effectivity of this Policy, all covers, except Trip Cancellation and Travel Postponement Benefits, shall commence at:

- a) two (2) hours before the Insured's scheduled departure time from the Philippines to embark on a Trip; or
- b) the time at which the Insured commences his travel from anywhere in the Philippines and embark on a Trip;

and shall cease on which of the following occurs first:

- a) two (2) hours after the Insured's scheduled time of arrival;
- b) the expiry of the Policy specified in the Policy Schedule or any subsequent endorsement issued by the Company to amend the travel dates as requested by the Insured;
- c) in relation to Annual Multi-Trip, (i) forty-five (45) days after the Insured's departure from the Philippines to embark on a Trip (inclusive of the date of departure); or (ii) two (2) hours after the Insured's scheduled time of arrival; or (iii) the expiry of this Policy specified in the Policy Schedule or any subsequent endorsement issued by the Company to amend the travel dates as requested by the Insured; or (iv) the Insured's return to his place of residence or employment.

For Trip Cancellation and Travel Postponement Benefits, both benefits take effect upon acceptance and approval of the application or enrollment and receipt of premium payment.

Limits of Coverage

1. The conditions to cover Annual Multi-Trip Policy and Single Trip Policy shall be as follows (and if not met shall result in the Insured, Insured Spouse and Insured Dependent Children not being covered for the Trip in question):

- a) For both Annual Multi-Trip Policy and Single Trip Policy, Dependent Child below twelve (12) years old shall only be covered if he is accompanied by the Insured or the Spouse on a Trip.
- b) For Annual Multi-Trip Policy, the Spouse shall be covered for any Trip made independently of the Insured. For Single Trip Policy, the Insured Spouse shall only be covered for a Trip if the Insured is also making a Trip to the same destination (whether or not they travel together) within the effectivity of this Policy.

2. Any cover under this Policy in respect of an Insured shall terminate on the earliest of the following events:

- a) Upon the expiry of any effectivity of this Policy during which the Insured ceases to satisfy any of the eligibility requirements set out herein.
- b) Upon the death of the Insured.

3. Unless otherwise provided in an appropriate endorsement, the Insured shall only be covered:

- a) If this Policy is an Annual Multi-Trip Policy: for the first forty-five (45) consecutive days of any Trip, and the Company shall not be liable in respect of any loss occurring after 12.01 a.m. on the forty sixth (46th) day after commencement of any Trip.
- b) If this Policy is a Single Trip Policy: for the first one hundred eighty (180) consecutive days of any Trip, and the Company shall not be liable in respect of any loss occurring after 12.01 a.m. on the one hundred eighty first (181st) day after the commencement of any Trip.

Description of Benefits

Section 1: Medical Necessary Expenses Benefit

The Company shall pay directly to the Assistance Company, or its authorized representative, the expenses for medical attention and treatment which the Insured incurred while on a Trip, up to the Benefit Amount stated in the Policy Schedule for Injury or Sickness suffered by the Insured solely and independently of any other causes during the effectivity of this Policy. The Company shall also pay directly to the Assistance Company, or its authorized representative, the medical attention and treatment which the Insured incurred upon return from the Trip provided that the Insured is confined in a Hospital directly as a result of Injury or Sickness suffered on a Trip. Initial treatment for such Injury or Sickness must be received during the Trip and all Medical Necessary Expenses must be incurred within thirty (30) days from the date the Insured returns to his residence. Admission to a Hospital must be within twelve (12) hours after arrival from a Trip and must be a continuation of medical attention sought while on a Trip. In no event shall the total amount payable under this Section exceed one hundred percent (100%) of the Benefit Amount stated in the Policy Schedule.

Section 2: Emergency Medical Evacuation and Repatriation of Mortal Remains Benefit

Emergency Medical Evacuation

If, during the effectivity of this Policy, while the Insured is on a Trip and as a result of Bodily Injury or Sickness and if in the opinion of the Assistance Company, or its authorized representative, it is adjudged medically appropriate to move the Insured to another location for medical treatment, or to return the Insured to his place of residence, the Assistance Company, or its authorized representative, shall arrange for evacuation utilizing the means best suited to do so based on the medical severity of the Insured's condition. The Company shall pay directly to the Assistance Company, or its authorized representative, the covered expenses for such evacuation up to the Benefit Amount as stated in the Policy Schedule. The means of evacuation arranged by the Assistance Company, or its authorized representative, may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by the Assistance Company or its authorized representative, and will be based solely upon medical necessity.

Repatriation of Mortal Remains

If, during the effectivity of this Policy, while the Insured is on a Trip and as a result of Bodily Injury or Sickness, the Insured dies within thirty (30) days from the date of the Bodily Injury or commencement of Sickness, the Assistance Company, or its authorized representative, shall make the necessary arrangements for the return of the Insured's mortal remains to his place of residence. The Company shall pay directly to the Assistance Company, or its authorized representative, the covered expenses for such repatriation up to the Benefit Amount as stated in the Policy Schedule. In addition to the transportation of the remains, the Company shall reimburse to the person(s) as indicated under the provision entitled "To Whom Claims Paid" the expenses actually incurred for services and supplies provided by a mortician or undertaker, including but not limited to the cost of a casket, and the embalming and cremation if so elected, subject to the Benefit Amount as stated in the Policy Schedule.

Section 3: Hospital Confinement Daily Cash Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, the Insured is necessarily Confined in a Hospital as a result of Bodily Injury or Sickness, the Company will pay the Insured the relevant Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Policy. The Hospital Confinement Daily Cash Benefit shall be paid for each complete day (24 hours) of Confinement from the first day of Confinement and for a period of not exceeding twenty (20) days for all such Confinement consequent upon Bodily Injury resulting from any one Accident or series of Accidents occurring in connection with or arising out of one event, or Sickness, and provided that this benefit shall be payable only if the following conditions are met:

- a) Confinement must occur within thirty (30) days of the Accident causing the relevant Bodily Injury, or Sickness; and
- b) Confinement must be considered medically necessary by a Physician in his professional capacity.

Section 4: Compassionate Visit Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, the Insured is confined in a Hospital Domestic or Overseas for more than five (5) consecutive days and his medical condition forbids evacuation and no adult member of the Insured's family is with him, the Company will indemnify the Insured for hotel accommodation and travel (economy return air travel) expenses necessarily incurred for one (1) Immediate Family Member or friend who on written advice of a Physician, is required to visit and stay with the Insured until the Insured is medically fit to be discharged, up to the relevant Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Policy.

Section 5: Return of Minor Dependent Children Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, the Insured or Spouse is Confined in a Hospital Overseas and there is no other adult to accompany home the Insured's minor Dependent Children, the Company will indemnify the Insured for hotel accommodation and travel (economy air travel) expenses necessarily incurred for one (1) Immediate Family Member or a next of kin residing in the Philippines to accompany the Insured's minor Dependent Children back to the Philippines, up to the relevant Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Policy.

Section 6: Personal Accident Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip and as a result of an Accident, the Insured sustains Injury and it causes Accidental Death or Permanent Total Disability within one hundred eighty (180) days from the date of the Accident, or causes the Insured to receive continuous medical treatment as a Resident In-patient in a Hospital and loss of life occurs later because of such Injury, the Company will pay compensation in accordance with the Benefit Amount as stated in the Policy Schedule, subject to the limits provided in the table below:

Loss Covered	Percentage of the Benefit Amount Payable
Accidental Death	100%
Permanent Total Disability	100%
Permanent Loss of speech and hearing	100%
Loss of sight in both eyes	100%
Loss of or Loss of Use of two Limbs	100%
Loss of or Loss of Use of one Limb	60%
Loss of sight in one eyes	60%
Permanent Loss of lens of one eye	60%
Permanent Loss of speech	50%
Permanent Loss of hearing in :	
(i) both ears	50%
(ii) one ear	15%

The occurrence of any specific Loss for which indemnity is payable under this Section to the Insured shall at once terminate this Policy for such Insured, but such termination shall be without prejudice to any other claim originating from the Accident causing such Loss. In case indemnity for more than one Loss is payable under this Section, only the Loss entitled to the greatest amount under this Section shall be paid.

Section 7: Accidental Burial Benefit

The Company will reimburse the cost of burial expenses to be incurred, if the Insured dies due to Accident during the effectivity of this Policy. The Benefit Amount payable is up to the limit as stated in the Policy Schedule.

Additional Exclusions Applicable to :

Medical Necessary Expenses Benefit (Section 1)
Emergency Medical Evacuation and Repatriation of Mortal Remains Benefit (Section 2)
Hospital Confinement Daily Cash Benefit (Section 3)
Compassionate Visit Benefit (Section 4)
Return of Minor Dependent Children Benefit (Section 5)
Personal Accident Benefit (Section 6)
Accidental Burial Benefit (Section 7)

Sections 1-7 of this Policy do not cover Loss or Injury, and the Company will not in any event be liable in respect of any claim under Sections 1-7, occurring, caused by, resulting from or contributed to by the following:

1. While the Insured is riding or traveling on a motorcycle;
2. Any claims involving participation by the Insured or the Insured's traveling companion in hunting, racing (other than on foot), polo playing hang gliding, bungee jumping, sports in a professional capacity, mountaineering or rock climbing using ropes or guides, scuba diving unless the Insured holds an Open Water Diving Certificate or is diving with a qualified diving instructor, abseiling, ballooning, parachuting, paragliding or gliding (unless with additional premium and with the Company's prior written approval);
3. Miscarriage, pregnancy or any of its complications, abortion;
4. Suicide or attempted suicide or intentional self-inflicted injury;
5. The Insured not taking all reasonable efforts to safeguard his property or to avoid any Injury or minimize any claim under this Policy;
6. While the Insured is taking part in a brawl or taking part in inciting a brawl;
7. From the absorption by the Insured of any drugs, medications or treatments not prescribed by a Physician;
8. Any medical treatment received during the Trip which was made for the purpose of receiving medical treatment or if the Trip was undertaken while the Insured was unfit to travel;
9. Experimental or investigative procedures;
10. Action of the Insured while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind. The term "under the influence of alcohol" means that the Insured's blood/alcohol level was equal to or superior to that fixed by the law/s regulating the use of automobiles, based on the results of a blood test ;
11. Pre-Existing Conditions;
12. AIDS or any injury or sickness commencing in the presence of a zero-positive test for HIV, and HIV-related disease;
13. Mental and nervous disorders, including but not limited to insanity;
14. Venereal disease;
15. Cosmetic surgery, apart from reconstructive surgery required by a covered Accident;
16. Any treatment or surgical operation for congenital deformities and circumcision;

17. Treatment arising from any geriatric, psycho-geriatric or psychiatric condition, stress, anxiety and depression, psychoanalytic treatment, stays in rest homes, physiotherapy and detoxification, care provided by a chiropractor or osteopath;
18. Vaccinations and their complications;
19. Ophthalmological care, eyeglasses, contact lenses, hearing aids, dental care (unless such treatment is necessarily incurred to sound and natural teeth) and dentures, unless they are the direct consequence of a covered Accident;
20. Treatment for obesity, weight reduction or weight improvement;
21. Any expenses incurred for transportation, accommodation or services provided by another party for which the Insured is not liable to pay, or any expenses already included in the cost of a scheduled Trip; or
22. Any expenses for a service not approved and arranged by the Assistance Company, or its authorized representative, except that the Company reserves the right to waive this exclusion in the event the Insured or his traveling companions cannot for reasons beyond their control notify the Assistance Company, or its authorized representative, during an emergency medical situation. In any event, The Company reserves the right to reimburse the Insured only for those expenses incurred for services which the Assistance Company, or its authorized representative, would have provided under the same circumstances and up to the limits indicated in the Policy Schedule.

Section 8: Trip Cancellation Benefit

If, prior to the commencement of the Trip, the Insured is forced to cancel any part of the Trip as the direct and necessary result of any Specified Cause, the Company will indemnify the Insured in respect of Cancellation Expenses occurring up to thirty (30) days prior to the Scheduled Departure Date, up to the Benefit Amount specified in the Policy Schedule subject to the terms and conditions of this Policy.

Additional Definitions

“Specified Cause” means:

- a) death, Injury or Sickness or compulsory quarantine of the Insured or Immediate Family Member;
- b) unexpected outbreak of Strike, riot, or civil commotion at the scheduled destination arising out of circumstances beyond the control of the Insured;
- c) receipt of witness summons or jury service; or
- d) serious damage to the Insured’s residence from fire, flood or similar natural disaster (e.g., typhoon, earthquake), which requires the presence of the Insured on the premises on the Scheduled Departure Date;

whereby, for paragraphs (a) to (c), the events mentioned must occur within thirty (30) days before the Scheduled Departure Date, and for paragraph (d), the event must occur within seven (7) days before the Scheduled Departure Date.

“Cancellation Expenses” means loss of deposits, or charges for advance payments for travel or accommodation, or other charges which have not been or will not be used, but which become forfeited or payable under contract.

This coverage is effective only if this Policy is purchased before the Insured becomes aware of any circumstances which could lead to the disruption of the Insured’s Trip.

Section 9: Travel Postponement Benefit

If, the Insured is forced to postpone the Trip prior to the commencement of that Trip as the direct and necessary result of any Specified Cause (as defined in Section 8), the Company will indemnify the Insured in respect of Postponement Expenses occurring up to thirty (30) days prior to the Scheduled Departure Date, up to the Benefit Amount as specified in the Policy Schedule subject to the terms and conditions of this Policy.

This coverage is effective only if this Policy is purchased before the Insured becomes aware of any circumstances which could lead to the disruption of the Insured's Trip.

Additional Definition

"Postponement Expenses" means the resulting administrative charges incurred to postpone the Trip:

- a) which full payment was made by the Insured;
- b) for which the Insured is legally liable; and
- c) which are not recoverable from any other source.

Section 10: Trip Curtailment Benefit

The Company will pay the Trip Curtailment Benefit if a Trip is interrupted (a) due to Bodily Injury or Serious Injury or Sickness of the Insured or (b) due to Bodily Injury, Serious Injury or Sickness or Accidental Death of an Immediate Family Member, causing the Insured to return directly to his place of residence.

In either case, the Company will pay for:

- a) the forfeited/non-refundable payments or deposits made by the Insured up to the Benefit Amount stated in the Policy Schedule; or
- b) additional transportation and accommodation expenses incurred by the Insured from the place that the Insured left the Trip to the place that the Insured may rejoin the Trip up to the Benefit Amount stated in the Policy Schedule. However, the additional transportation and accommodation expenses shall not exceed the cost of an economy airfare ticket (or first class airfare ticket, if the Insured's original tickets were first class) by the most direct route, less any refund or settled claims.

Additional Exclusions Applicable to :

Trip Cancellation Benefit (Section 8)
Travel Postponement Benefit (Section 9)
Trip Curtailment Benefit (Section 10)

Sections 8 to 10 of this Policy do not cover Loss or Injury, and the Company will not in any event be liable in respect of any claim under Sections 8 to 10, occurring, caused by, resulting from or contributed to by the following:

1. Pregnancy and its complications;
2. Pre-Existing Conditions;
3. Illnesses or disorders of a psychological nature, nervous depression, mental illness, sexually-transmitted disease, AIDS, HIV infections and AIDS-related infections;
4. Suicide, attempted suicide or intentionally self-inflicted injury;
5. Failure to obtain required vaccinations before departure;
6. Travel arrangements interrupted by an airline, cruise line or tour operator, or an organized labor strike that affects public transportation;
7. Changes in plans by the Insured or an Immediate Family Member for any reason;
8. Financial circumstances of the Insured or an Immediate Family Member;
9. Any business or contractual obligations of the Insured or an Immediate Family Member;

10. Default by the person, agency or tour operator from whom the Insured bought his coverage or purchased his travel arrangements;
11. Any government regulations or prohibitions;
12. 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 common carrier-caused cancellation or interruption; or
13. The Company will not pay for any loss that is covered by any other existing insurance, government program or which will be paid or refunded by a hotel, travel agent or any other provider of travel and/or accommodation.

Section 11: Travel Delay Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, the departure of the Common Carrier in which the Insured had arranged to travel is delayed for at least six (6) consecutive hours at any single location Overseas and in Philippines from the time specified in the itinerary supplied to the Insured due to strike or industrial action, adverse weather conditions or mechanical breakdown/derangement of the Common Carrier or due to grounding of the Common Carrier as a result of mechanical or structural defect, the Company will pay the Insured the relevant Benefit Amount stated in the Policy Schedule for every full six (6) consecutive hours of delay (the delay being calculated from the departure time of the aircraft specified in the itinerary), up to the maximum Benefit Amount stated in the Policy Schedule.

The delay must be verified in writing by the operator(s) of the Common Carrier or their handling agent(s) as well as the number of hours delayed and the reason for the delay.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and the Company will not in any event be liable in respect of any claim under this Section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. Failure of the Insured to check-in according to the itinerary supplied to him;
2. Strike or industrial action existing on the date the Insured applied for cover under this Policy;
3. Late arrival of the Insured at the airport or port after check-in or boarding time (except if the late arrival is due to strike or industrial action).

Section 12: Aircraft Hijack Benefit

If during a Trip and on an aircraft the Insured is prevented from reaching his scheduled destination as a result of aircraft Hijack that lasts for a period of at least six (6) consecutive hours for Domestic Trip and for at least twelve (12) consecutive hours for International Trip, the Company will pay the Benefit Amount as stated in the Policy Schedule for every six (6)-hour period or twelve (12)-hour period, as the case may be, that the Hijack continues.

Additional Condition

1. Any claims under this Section must be accompanied by a police report or a report issued by the air carrier confirming that the Insured was a victim of the Hijack and the duration of such Hijack.

Additional Definition

“Hijack” means any seizure or exercise of control by force or violence, or threat of force or violence and with wrongful intent, of the Air Carrier.

Section 13: Missed Connecting Flight Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, the Insured's confirmed onward travel connection Overseas is missed at the transfer point due to the late arrival of the Insured's incoming confirmed connecting scheduled Common Carrier and no onward transportation is available to the Insured within twelve (12) consecutive hours on his actual arrival time, the Company will pay to the Insured the relevant Benefit Amount stated in the Policy Schedule for every full twelve (12) consecutive hours of misconnection (the misconnection being calculated from the actual arrival to the actual departure of the Insured).

The travel misconnection details must be verified in writing by the operator(s) of the Common Carrier or their handling agent(s) as well as the reason for the travel misconnection, the scheduled and actual time of arrival and the scheduled and actual departure time of the next available Common Carrier.

Additional Exclusion

In addition to the General Exclusions, this Policy does not cover, and the Company will not in any event be liable in respect of any claim under this Section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. If the Company has paid a claim under Section 11 - Travel Delay Benefit arising from the same event.

Section 14: Loss or Damage of Baggage and Personal Effects Benefit

The Company will pay for all direct loss or damage to the Insured's baggage and personal effects within the baggage, during the Trip, up to the Benefit Amount as stated in the Policy Schedule, subject to the following conditions:

1. the baggage or personal effects must be in the possession of the hotel staff or the Common Carrier and proof of such loss must be obtained in writing from the hotel management or the Common Carrier management and such proof must be provided to the Company ; or
2. if loss or damage is the result of the forceful taking of the baggage or personal effects by way of violent means or the threat of violence, 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.

The Company will pay for loss or damage to the Insured, as follows:

1. The amount payable in respect of any one item shall not exceed the Benefit Amount as stated in the Policy Schedule, subject to a maximum amount per item as stated in the Policy Schedule.
2. The Company may make payment or at its own option reinstate or repair as it may select in respect of articles not older than one (1) year.
3. The Company may make payment or at its own option reinstate or repair subject to due allowance of wear and tear and depreciation in respect of articles of more than one (1) year.

The Insured cannot claim under both this Section 14 - Loss or Damage of Baggage and Personal Effects Benefit and Section 17 - Baggage Delay Benefit for any one (1) Trip.

Section 15: Loss of Personal Money Benefit

Should the Insured while Overseas suffer or experience a loss of cash or banknotes in his possession, the Company shall pay up to the Benefit Amount as stated in the Policy Schedule to compensate for actual loss provided such loss is reported to the police having jurisdiction at the place of the loss no more than twenty-four (24) hours after the incident, and provided always that the Company shall not be liable for the first Philippine Peso One Thousand Only (Php 1,000.00) of cash or banknote which is lost by the Insured. Any claim must be accompanied by written

documentation from the police. The Insured must take every possible safeguard to ensure the security of his cash or banknote.

Section 16: Loss of Travel Documents Benefit

The Company will reimburse the Insured up to the Benefit Amount as stated in the Policy Schedule in respect of additional hotel, travel and communications expenses necessarily incurred in the country or countries visited in obtaining the replacement of a lost passport or visa, provided always that the Insured shall exercise reasonable care for the safety and supervision of the documents and that any loss of passport must be reported to the police within twenty-four (24) hours of the discovery of the loss.

Additional Exclusions Applicable to:

Loss or Damage of Baggage and Personal Effects Benefit (Section 14)

Loss of Personal Money Benefit (Section 15)

Loss of Travel Documents Benefit (Section 16)

The following classes of property are excluded from coverage, and the Company will not in any event be liable in respect of any claim under Sections 14-16 relating to the following classes of property:

1. Animals;
2. Motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances;
3. Snow skis, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except while checked in as baggage with a registered Common Carrier;
4. Household effects, keys, antiques, arts, collectors' items, jewelry, musical instruments, equipment for professional use;
5. Computers (including data recorded on tapes, cards, disks or otherwise, software and accessories);
6. Eyeglasses, contact or corneal lenses, hearing aids, prosthetic limbs, wheelchair, artificial teeth or dental bridges;
7. Documents, identity papers, credit and payment cards, transport tickets, stocks and securities;
8. Perishables and consumables;
9. Baggage sent in advance or souvenirs and articles mailed or shipped separately;
10. Hired or leased equipment; or
11. Business goods or samples.

Sections 14-16 of this Policy do not cover, and the Company will not in any event be liable in respect of any claim under Sections 14 –16 relating to:

1. Loss not reported to proper police authorities;
2. Loss or damage caused by wear and tear, gradual deterioration, moths and other insects, vermin, inherent vice or damage sustained due to any process or while actually being worked upon and resulting there from;
3. Loss of or damage to property resulting directly or indirectly from seizure or destruction under quarantine or customs regulations, confiscation or expropriation by order of any government or public authority or risk of contraband or illegal transportation of trade;

4. Loss of or damage to property insured under any other insurance policy or reimbursed by Common Carrier or hotel management;
5. Loss to Insured's baggage left unattended in any vehicle or public place or as a result of the Insured's failure to take care and precautions for the safeguard and security of such property;
6. Loss of or damage to property insured while the Insured is suffering from mental and nervous disorders, including but not limited to insanity;
7. The Insured not taking all reasonable efforts to safeguard his property or to avoid or minimize any claim under this Policy;
8. Mysterious disappearance; or
9. Breakage of brittle or fragile articles, cameras, cellular phones, computers (including software and accessories), musical instruments, radio, compact disc players and similar property.

Section 17: Baggage Delay Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, the Insured's baggage that is accompanied and checked-in with the Common Carrier is not delivered to him within six (6) hours of the Insured's arrival at the scheduled destination Overseas and in the Philippines, the Company will pay to the Insured the relevant Benefit Amount as stated in the Policy Schedule for every full six (6) consecutive hours of delay, up to the maximum Benefit Amount as stated in the Policy Schedule, subject to the terms and conditions of this Policy.

Additional Exclusions Applicable to:

Baggage Delay Benefit (Section 17)

Section 17 of this Policy does not cover, and the Company will not in any event be liable in respect of any claim under Section 17 relating to:

1. Delay not reported to a competent person of the Common Carrier as soon as the Insured knows the baggage is late or lost;
2. For any clothing or toiletries purchased more than four (4) days after the actual time of arrival at the point of destination;
3. When the baggage delay occurs on the journey back to the Insured's normal domicile; or
4. For purchases made after delivery of Insured's baggage by the Common Carrier.

Section 18: Personal Liability Benefit

The Company shall indemnify the Insured for legal liability to a third party as a result of:

1. Death or an Accidental Bodily Injury to any person;
2. Accidental loss of property or Property Damage of that person, 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 which may be the subject of any indemnity under this Section.

"Property Damage" refers to any physical damage to, destruction of, or loss of use of, tangible property.

Additional Exclusions Applicable to:

Personal Liability Benefit (Section 18)

1. Bodily Injury and Property Damage to any Insured;
2. Property owned by the Insured or property in the care or custody of, or control by, the Insured;
3. Damage relating to any liability assumed under contract;
4. Damage relating to the willful, malicious or unlawful act or omission on the part of the Insured;
5. The ownership, possession or use of any vehicles, aircraft, watercraft, firearms or animals, or arising from the negligent supervision and vicarious liability for the acts of a minor in connection with the former;
6. Past or present business, trade or professional activities, including the rendering of or failure to render business, trade or professional activities;
7. Any criminal proceedings whether actually convicted or not;
8. The transmission of communicable disease by an Insured;
9. The possession or use of any controlled substances/drugs unless prescribed by a licensed Physician;
10. Sexual molestation, corporal punishment or physical or mental abuse;
11. Pollution which includes the alleged or potential introduction of substances causing the impurities or harmful effects to the environment. The Company shall have no duty to defend any suit in connection with such pollution, and judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Philippines;
12. Loss of or damage to property insured while the Insured is suffering from mental and nervous disorders, including but not limited to insanity.

Section 19: Accidental Dental Expenses Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, the Insured incurs Dental Expenses as a direct result of Bodily Injury, the Company will pay the Insured in respect of such expenses up to the relevant Benefit amount as stated in the Policy Schedule subject to the terms and conditions of this Policy.

Additional Condition

For the avoidance of doubt, in the event the Insured becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this Section, the Company will only be liable for the excess of the amount recoverable from such other source or insurance.

Additional Definitions

“Dental Expenses” means reasonable and necessary charges for dental treatment, carried out by a Dentist, medically necessary to treat the Insured’s condition, including charges for medical supplies or services, not exceeding the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred and does not include charges that would not have been made if no insurance existed.

“Dentist” means a legally licensed dentist or dental surgeon duly registered and practicing within the scope of his license pursuant to the laws of the country in which such practice is maintained. Dentist shall not include the Insured or any of the Insured’s relatives unless otherwise approved by the Company.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and the Company will not in any event be liable in respect of any claim under this Section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

- 1) Any expenses relating to any treatment for Bodily Injury where such treatment was first sought more than sixty (60) days from the time the Bodily Injury was first sustained.
- 2) Any expenses incurred for dental care (unless such treatment is necessarily incurred to sound and natural teeth) and dentures unless prescribed by a Physician for the treatment of Bodily Injury.
- 3) Any expenses relating to any treatment not prescribed by a Physician.

Section 20: Emergency Mobile Phone Charges Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, as a result of the Insured being in a Critical Medical Condition and incurred charges for personal mobile phone used for the sole purpose of engaging the services of the Assistance Company, during a medical emergency, and for which a medical claim has been submitted under Section 1 – Medical Necessary Expenses Benefit, the Company will pay the Insured in respect of Emergency Mobile Phone Charges up to the Benefit amount as stated in the Policy Schedule.

Additional Definition

“Critical Medical Condition” means a medical condition suffered by the Insured as a result of Bodily Injury or Sickness, which is determined to be life-threatening by a Physician designated by the Company at the Physician’s absolute discretion.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and the Company will not in any event be liable in respect of any claim under this Section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

- 1) telephone calls made via standard land line; or
- 2) public telephone using international calling card.

Section 21: Flight Diversion Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, the aircraft in which the Insured had arranged to travel is diverted for at least six (6) consecutive hours at any single location from the time specified in the itinerary supplied to the Insured due to adverse weather conditions, the Company will pay the Insured the relevant Benefit Amount as stated in the Policy Schedule for every full six (6) consecutive hours of diversion up to the maximum Benefit Amount specified in the Policy Schedule.

The delay must be verified in writing by the operator(s) of the aircraft or their handling agent(s) as well as the number of hours delayed and the reason for the delay.

Additional Exclusion

In addition to the General Exclusions, this Policy does not cover, and the Company will not in any event be liable in respect of any claim under this Section which is directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. If the Company has paid a claim under Section 11- Travel Delay Benefit arising from the same event.

Section 22: Credit Card Indemnity Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, the Insured sustains financial loss as a direct result of a credit, charge or banker's card being lost or stolen and being subsequently used fraudulently by any person other than the Insured, the Company will pay the Insured for such loss up to the maximum of the relevant Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Policy.

Additional Conditions

1. The loss must be reported to the card company(s) within six (6) hours after the incident. Any claim must be accompanied by a copy of the report issued by the card company(s) evidencing such loss.
2. For the avoidance of doubt, in the event the Insured becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this Section, the Company will only be liable for the excess of the amount recoverable from such other source or insurance.
3. The Insured must take every possible safeguard to ensure the security of his credit, charge or banker's card(s).
4. Loss not reported to either the police or relevant authority having jurisdiction where the loss occurred within twenty-four (24) hours of the discovery of such loss.

Section 23: Flight Overbooked Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, the Insured is denied boarding on a confirmed scheduled Common Carrier due to overbooking and no alternative transportation is made available to the Insured within six (6) hours of the scheduled departure of such Common Carrier, the Company will pay to the Insured the relevant Benefit amount as stated in the Policy Schedule for every full six (6) consecutive hours, up to the maximum Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Policy.

Section 24: Home Guard Benefit

If, during the effectivity of this Policy, while the Insured is on a Trip, the Company will pay the Insured for loss of or damage to Home Contents kept in the Insured's place of residence, arising out of any one of the following perils, up to the Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Policy:

1. Fire, lightning, thunderbolt, subterranean fire;
2. Explosions;
3. Aircraft and other aerial devices or articles dropped therefrom;
4. Impact by:
 - a) any vehicle, plant, machinery and equipment;
 - b) falling trees or branches but not loss or damage caused by falling or lopping of trees by or on the Insured's behalf;
 - c) breakage or collapse of television and radio aerials, aerial fittings and masts;
5. Bursting or overflowing of domestic water tanks, apparatus or pipes (forming part of the domestic fixed water system), washing machine or water mains;
6. Theft, but only if accompanied by forcible and violent breaking into or out of the place or residence, or any attempt thereat;
7. Riot, civil commotion or acts of strikers or locked out workers or persons taking part in labor disturbances;

8. Malicious act of person(s) other than by a member of the Insured's family or by any person lawfully in the residence.

Additional Conditions

1. In settling claims for theft or total destruction, the basis of settlement will be replacement in the same form without deduction for wear and tear or depreciation except in respect of wearing apparel and household items.
2. In the event of loss or damage to any Home Contents forming part of a pair or set, the liability of the Company shall not exceed a proportionate part of the value to the pair or set.
3. For the avoidance of doubt, in the event the Insured becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this Section, the Company will only be liable for the excess of the amount recoverable from such other source or insurance.

Additional Definition

“Home Contents” means all description of household goods, personal effects and possessions of the Insured.

Additional Exclusions

In addition to the General Exclusions, this Policy does not cover, and the Company will not in any event be liable to indemnify the Insured in respect of, any claim under this Section which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by any of the following:

1. in respect of shortage due to error, omission, exchange or depreciation in value;
2. escape of water or oil from any washing machine, dishwasher or fixed domestic water or heating installation if the Insured's place of residence is unoccupied;
3. theft during or after the occurrence of a fire;
4. the burning of property through the order of any public authority.

Section 25: Pet Care Benefit

In the event that the Insured is being prevented from completing the return leg of a Trip during the effectivity of this Policy, as a result of Travel Delay or the Insured being Confined in a Hospital Overseas at the expiry of the Policy while during the Insured's Trip, the Company will pay the Insured the additional cost of putting the Insured's pet in a pet's boarding home up to the Benefit Amount specified in the Policy Schedule subject to the terms and conditions of this Policy.

Section 26: Terrorism Extension Benefit

In the event of a claim arising directly or indirectly from any Act of Terrorism, this Policy is extended to cover the Insured up to the maximum Benefit Amount specified in the Policy Schedule for each section.

Additional Definition

“Acts of Terrorism” means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with which the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered an Act of Terrorism. Act of Terrorism shall also include any act, which is verified or recognized by the (relevant) government as an act of terrorism.

Section 27: Automatic Extension Benefit

In the event that the Insured's return Trip is delayed due to Unforeseen Circumstances beyond the Insured's control, the Company will extend the effectivity of this Policy of his Trip, without charge, for up to the number of day/s as stated in the Policy Schedule.

General Exclusions Applicable to All Sections

This Policy does not cover loss, injuries or damage caused by or resulting from or contributed to by the following:

1. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the government, riot, strike;
2. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/ fusion;
3. Any illegal, criminal or unlawful act by the Insured or confiscation, detention, destruction by customs or other authorities;
4. Any prohibition or regulations by any government;
5. Any breach of government regulation or any failure by the Insured to take reasonable precautions to avoid a claim under this Policy following the warning of any intended strike, riot or civil commotion through or by general mass media.
6. The Insured 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 while engaging in offshore mining or aerial photography or handling of explosive or hitchhiking or backpacking.
7. Any loss or expenses with respect to Cuba or a Specially Designated List or which if reimbursed or paid by the Company would result in the Company being in breach of trade or economic sanctions or other such similar laws or regulations;

General Provisions

1. The Insured must not make any offer or promise payment, admit his fault to any other party or become involved in any litigation without the Company's written approval, which shall not be unreasonably withheld.
2. The Insured can only be covered under one such policy for the same Trip.
3. Enrollment for this Policy will be allowed using any of the following enrollment methods:
 - a) Submission of completed and signed application form transmitted by postal or messengerial delivery;
 - b) Submission of completed and signed application form transmitted by facsimile;
 - c) Submission of completed application form via electronic mail;
 - d) Submission of completed online application form via the Company's website;
4. The following documents and/or information will form part of this Policy:
 - a) Completed and signed application form transmitted by postal or messengerial delivery;
 - b) Completed and signed application form transmitted by facsimile;

- c) Completed application form transmitted via electronic mail;
- d) Completed online application form transmitted via the Company's website.

General Conditions Under the Policy

Premium Payment

This Policy shall not be valid and binding unless and until the premium stated herein is paid and the Company issues an official receipt duly signed by its official or authorized agent for the payment made by the Insured.

Grace Period

A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium during which time this Policy shall continue in force, unless this Policy has been cancelled, terminated or has not been renewed in accordance with the provisions of this Policy. However, if loss occurs within the Grace Period for which the Company shall be obligated to pay benefits under this Policy, any premium then due and unpaid will be deducted in settlement.

Currency

All amounts shown in this Policy are in Philippine Pesos (Php), unless specified in the Policy Schedule. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Philippine Pesos (Php) will be the rate at the time the expense was incurred or the loss occurred.

Assistance and Cooperation

The Insured shall cooperate with the Company and upon the latter's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of Injury or damage wherein insurance is afforded under this Policy. In this regard, the Insured shall promptly attend hearings and trials and assist in securing and giving of evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for payment of first aid expenses to others at the time of Accident.

Due Diligence

The Insured will exercise due diligence in doing all things to avoid or reduce any Loss under this Policy.

Notice of Claim or Loss

In case of hospitalization or medical emergency, the Insured, a person traveling with him, or the treating medical authority must contact the Company or the Assistance Company immediately to verify coverage and arrange the appropriate medical care. In case of Injury or Accidental Death, written notice of claim must be given to the Company within thirty (30) days after a covered loss begins or as soon as is reasonably possible. Notice should include the Insured's name and the policy number. If the Insured's property covered under this Policy is lost or damaged, the Insured must notify the Company as soon as possible, take immediate steps to protect, save and/or recover the covered property, give immediate notice to the Common Carrier or bailee who is or may be liable for the loss or damage, and notify the police or other authorities in case of robbery or theft within twenty-four (24) hours from the time of discovery of the robbery or theft by the Insured.

Claim Forms

Upon receipt of a notice of claim, the Company will furnish to the claimant such forms usually required by the Company for filing proofs of loss. If such forms are not furnished within fifteen (15) days from receipt of such notice of claim, the claimant shall be deemed to have complied with the requirements of this Policy, as to proof of loss, upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and extent of the loss for which the claim is made. All certificates, information and evidence, other than the usual claim forms, which the Company may reasonably require in support of a claim, shall be furnished by the Insured.

Proof of Loss

Written proof of loss including the original Policy, Policy Schedule, original receipts, invoices and all other relevant documents must be furnished to the Company within thirty (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and not later than one (1) year from the date of loss.

Physical Examination and Autopsy

The Company at its own expense shall have the right and opportunity to examine the Insured when and as often as it may reasonably require during the pendency of the claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

To Whom Claims Paid

Benefits payable under this Policy shall be made to the Insured; or in the event of his death, to the beneficiary designated by the Insured provided such beneficiary is not legally disqualified and survives the Insured; or in the absence of beneficiary designation, to the person or persons then surviving in the following order of preference: (a) legal spouse; (b) children; (c) parents; (d) brothers and sisters; otherwise, to the estate of the Insured. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

Time of Payment of Claim

Periodic payment will be made of all indemnities payable under this Policy which accrue during a period of more than four (4) weeks. Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid within thirty (30) days after receipt by the Company of due written proof of such loss and after ascertainment of the loss is made by the agreement between the Company and the Insured or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by The Company of the proof of loss, then the loss shall be paid within ninety (90) days after such receipt. Subject to due written proof of loss, all accrued indemnities for loss, for which this Policy provides periodic payment, will be paid at the expiration of each four (4) weeks during the continuance of the period for which the Company is liable, and any balance remaining unpaid upon the termination of liability will be made immediately upon receipt of due written proof. Refusal or failure to pay the loss within the periods prescribed herein will entitle the Insured to collect interest on 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.

Subrogation

In the event of any payment under the Loss or Damage of Baggage and Personal Effects Benefit and Loss of Travel Documents Benefit in this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person/s, organization/s or entity/ies. The Insured shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Insured shall take no action after the loss that will prejudice the rights of recovery of the Insured or the Company by subrogation.

Right of Recovery

In the event authorization of payment and/or payment is made by the Company for a medical claim whereby policy liability is not payable, the Company reserves the right to recover the amount paid against the Insured for the full sum which the Company is liable to the Hospital or medical institution where the Insured was admitted to.

Cumulative Insurances

In the event of a claim, the Insured must advise the Company as to any other insurance the Insured may have covering the same risks in this Policy. If, at the time of occurrence of any loss, except in respect of the Personal Accident Benefit, there are other valid and collectible insurance policy/ies in place, the Company will be liable only for the excess of the amount of loss over the amount of such other Insurance, and any applicable deductible.

Misstatement of Age

If the age of the Insured has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age. In the event the age of the Insured has been misstated, and if according to the correct age of the Insured, the coverage provided by this Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then the liability of the Company during the period the Insured is not eligible for coverage shall be limited to the refund of all premiums paid for the period not covered by this Policy.

Reinstatement of Policy

If this Policy is terminated due to default in the payment of the agreed premium, the subsequent acceptance of a premium by the Company or by any of its duly authorized representatives shall reinstate this Policy, but shall only cover loss resulting from Sickness or Injury sustained after the date of such reinstatement.

Renewal Conditions

This Policy may be renewed for further consecutive periods by the payment of premium on the effective date of the renewal at the Company's premium rate in force at the time of renewal, subject to the Company's right to decline renewal of this Policy on any anniversary date of the Policy upon giving forty-five (45) days prior written notice, mailed or delivered to the Insured at the address shown in the Policy, of the Company's intention not to renew the Policy, or to condition its renewal upon reduction of limits or elimination of coverages. The Company's acceptance of premium shall constitute its consent to renew. Unless renewed as herein provided, this Policy shall terminate at the expiration of the grace period for which premium has not been paid.

Right to Return Policy

In the event the Insured is not satisfied with this Policy for any reason, the Insured may cancel this Policy by advising the Company in writing within seven (7) days after receipt of this Policy. Any premium paid will be refunded during this period. The Insured will not receive a full refund if the Insured has made a claim during this period.

Cancellation

This Policy shall not be cancelled by the Company except upon prior written notice thereto to the Insured, and no notice of cancellation shall be effective unless it is based on the occurrence, after the Effective Date of this Policy, of one or more of the following:

- a) non-payment of premium;
- b) conviction of the Insured of a crime arising out of acts increasing the hazards insured against;
- c) discovery of fraud or material misrepresentation;

- d) discovery of wilful or reckless acts of omissions increasing the hazards insured against;
- e) physical changes in the property insured which result in the property becoming uninsurable;
- f) discovery of other insurance coverage that makes the total insurance in excess of the value of the property insured; or
- g) a determination by the Insurance Commissioner that the continuation of this Policy would violate or would place the Company in violation of the Insurance Code.

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

If the Insured cancels his Annual Multi-Trip Policy, which must be in writing, the Company shall be entitled to retain a portion of the premiums computed in accordance with the applicable percentage indicated below, but in no event less than the Company's customary minimum premium.

Period of Coverage Prior to Cancellation	Percentage of Annual Premium (Computed Based on Premiums Exclusive of Documentary Stamps and Premium Taxes) To be Retained by the Company
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

Such cancellation by the Insured shall become effective on the last day preceding the date the next premium is due and payable.

Without prejudice to the immediately preceding paragraph, if the Insured cancels a Trip (a) prior to the Effective Date as stated in the Policy Schedule or (b) within thirty (30) days after the Effective Date as stated in the Policy Schedule, and notifies the Company of such cancellation, the Company will refund to the Insured the premium which has been paid (if any) by the Insured in respect of that Trip less the amount of documentary stamps and premium taxes.

Termination of Insurance

Insurance coverage under this Policy shall terminate in accordance with the Cancellation provision stated in the General Conditions, on the earliest of the following dates:

- a) In the event of Accidental Death of the Insured; or
- b) On the expiration of the Grace Period for any premium not paid when due.

Insurance in respect of an Immediate Family Member or Dependent Children shall terminate upon his death or on the termination of this Policy in accordance with the above, whichever is earlier.

Termination, cancellation or expiration of this Policy shall not affect any valid claim or loss occurring before such termination, cancellation or expiration. The payment to or acceptance by the Company or by an agent of the Company of any premium after such termination, cancellation or expiration shall not create any liability except to return the premium paid after the termination, cancellation or expiration of this Policy unless this Policy is reinstated pursuant to the Reinstatement provision.

In any Policy year, the aggregate benefits payable to the Insured under this Policy in respect of any one Accident, resulting in Injury within one hundred eighty (180) days from the date of the Accident shall not exceed the amount equivalent to the Accidental Death Benefit payable in case of Accidental Death.

In any Policy year, the aggregate benefits payable to the Insured for Accidental Permanent Total Disability Benefit under this Policy in respect of one or more Accident(s) resulting in Injury within one hundred eighty (180) days from the date of Accident shall not exceed the amount equivalent to the Accidental Death Benefit. However, the payment of the amount equivalent to the Accidental Death Benefit for Injuries for which the Insured becomes entitled to Accidental Permanent Total Disability in one year shall not terminate this Policy in so far as the Accidental Death Benefit is concerned. In any Policy year, the amount of Accidental Death Benefit shall be the principal sum.

Fraud

Any statement made by the Insured in the Application, which is an intentional misstatement of fact and constitutes fraud shall result in the right of the Company to immediately terminate this Policy.

Fraudulent Claims

If any claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, the Company shall be under no liability in respect of such claim and shall be entitled to terminate this Policy immediately.

Clerical Error

A clerical error by the Company shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

Assignment

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

Age Limitation

If at the Effective Date of this Policy, the age of the Insured at nearest birthday is more than seventy-five (75) years, this Policy shall be void and the Company shall be liable only for the return of the premiums actually paid on it.

Geographical Limits

The Benefits under this Policy shall apply twenty- four (24) hours a day anywhere in the world unless otherwise endorsed or amended.

Terms and Conditions

Payment of any benefit under this Policy is subject to the Definitions, Exclusions, and all other terms and conditions pertinent to the payment of the benefit.

Complying With Policy Conditions

The due observance and fulfillment of the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Application and of evidence required from the Insured in connection with this Policy shall be conditions precedent to any liability of the Company to give any payment due under this Policy.

Entire Contract

This Policy, including endorsements and attached papers the descriptive title of which are mentioned in this Policy, if any, the Application on file with the Company or attached herewith and the Policy Schedule, constitute the entire contract of insurance. No change in this Policy shall be valid until approved by an authorized executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions. None of the provisions, conditions and terms of this Policy shall be waived or altered except in accordance with the pertinent provisions of Section 50 of the Insurance Code.

Unless applied for by the Insured, any rider, clause, warranty or endorsement issued after the Effective Date of this Policy shall be countersigned by the Insured, which countersignature shall be taken as the Insured's agreement to the contents of such rider, clause, warranty or endorsement.

Governing Law

This Policy shall be governed by and interpreted in accordance with the laws of the Philippines.

Mediation

In the event of any controversy or claim arising out of or relating to this Policy, or a breach hereof, the Company and the Insured shall first endeavour to amicably settle the matter by mediation administered by the Insurance Commission or any recognized institution under the Mediation Rules, before resorting to arbitration, litigation or some other alternative dispute resolution procedure.

Legal Action

Unless the claim has been denied, no action or suit shall be brought either to the Insurance Commission or any court of competent jurisdiction to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. In any event, no legal action shall be brought after the expiration of twelve (12) months from notice of the denial of the claim.

Civil Code 1250 Waiver Clause

It is hereby declared and agreed that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads:

“In case of extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment.”

shall not apply in determining the extent of liability under the provisions of this Policy.

Data Protection

The Company will use the information supplied during the formation and performance of this Policy for policy administration, customer services, paying claims, fraud prevention and the development of new insurance products. The Company may disclose this information to its service providers and both the Insured and its authorized agents for these purposes. The Company will keep this information for a reasonable period. Where sensitive personal data has been disclosed, including any medical or criminal record information, the Company will also use this information for the above purposes. The Company may also transfer certain information to countries that do not provide the same level of data protection for the above purposes so a contract will be in place to ensure the information transferred is protected. Individuals whose information have been supplied to the Company have a right to ask for a copy of that information and to have any inaccuracies corrected. The Company may record telephone calls to make sure it follows instructions correctly and for staff training purposes.

When personal or sensitive data is supplied to the Company about third parties other than the Insured, both during the formation and performance of this Policy, the Company assumes that those third parties consent to the supply

of this information to the Company, to the Company processing this data, including sensitive personal data, and to the transfer of their information abroad. The Company will also assume that the supplier of the information is authorized to receive, on their behalf, any data protection notices.

Definitions

1. Accident, as referred to in the definition of Bodily Injury, means a sudden, unforeseen and fortuitous event.
2. Accidental Death means death occurring as a result of an injury.
3. Annual Multi-Trip Policy means a policy where the Insured can make an unlimited number of Trips during the effectivity of the policy.
4. Application means the application for this Policy which forms an integral part hereof.
5. Assistance Company means the medical assistance company appointed from time to time by the Company and stated in the Policy Schedule issued by the Company prior to each Trip.
6. Benefit Amount means the respective Benefit Amount, as stated in the Policy Schedule, payable by the Company under the terms and conditions of this Policy in respect of each event or loss covered by this Policy.
7. Bodily Injury or Injury means Accidental Bodily Injury occurring while this Policy is in force, resulting solely, directly and independently of all other causes from an Accident caused by external, violent and visible means.
8. Common Carrier means 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.
9. Confined or Confinement means uninterrupted period in a Hospital as a Resident In-patient upon the advice of and under the regular care and attendance of a Physician.
10. Dependent Children means the Insured's unmarried dependent children, including stepchildren or legally adopted children, who are aged two (2) weeks old to eighteen (18) years old or, who are over eighteen (18) years old to twenty three (23) years old in case they are full-time students at an accredited institution of higher learning and are primarily dependent upon the Insured for maintenance and support.

Domestic Trip means a trip within the territorial limits of the Philippines, which is undertaken by the Insured and which destination is beyond one hundred fifty (150) kilometers from the limits of his normal place of residence or place of business wherever the trip commenced when traveling by land or sea, or which shall require at least one round trip air travel to and from the planned domestic destination.

11. Effective Date means the date on which insurance under this Policy commences as stated in the Policy Schedule.
12. Eligibility means to be eligible for cover under this Policy, the Insured must be a resident of the Philippines, at least two (2) weeks old but not more than seventy-five (75) years old on the Effective Date of this Policy. Subject to the Insured being covered, there shall also be eligible for cover his:
 - a) Legal Spouse who is a resident of the Philippines, at least eighteen (18) years old and not more than seventy-five (75) years old on the Effective Date of this Policy; and

- b) Dependent Children who are residents of the Philippines.
13. Expiry Date means the date on which insurance under this Policy expires or ends as stated in the Policy Schedule.
14. Family Plan means a plan where the Insureds include:
- a) a maximum of two (2) adults who need not be related;
 - b) a maximum of four (4) Dependent Children of the Insured who will receive one hundred percent (100%) of the Benefit Amounts as stated in the Policy Schedule, except in Personal Accident Benefit where each Dependent Child will receive fifty percent (50%) of the Personal Accident Benefit; and/or
 - c) a maximum of four (4) grandchildren, nieces, nephews or cousins of the Insured aged between two (2) weeks old and eighteen (18) years old to twenty-three (23) years old in case they are full-time students at an accredited institution of higher learning on the Effective Date of this Policy, who will receive one hundred percent (100%) of the Benefit Amounts as stated in the Policy Schedule, except in Personal Accident Benefit where each will receive fifty percent (50%) of the Personal Accident Benefit.
15. Hospital means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a license as a hospital and meets the following requirements:
- a) operates primarily for the reception, care and medicare and treatment of sick, ailing or injured persons as in-patients;
 - b) provides full-time nursing service by and under the supervision of a staff of Nurses;
 - c) has a staff of one or more Physicians available at all times;
 - d) maintains organized facilities for the medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the established; and
 - e) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is other than a place for alcoholics or drug addicts.
16. Hospital shall not include the following:
- a) a mental institution, an institution confined primarily to the treatment of psychiatric disease including sub normal, the psychiatric department of a hospital;
 - b) a place for the aged, a rest home, a place for drug addicts or alcoholics;
 - c) a health hydro or nature cure clinic, a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or nursing, convalescent, rehabilitation, extended-care facility or rest home.
17. Immediate Family Member means the Spouse, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, niece, nephew, uncle, aunt, stepchild, grandparent or grandchild provided such person is at the relevant time not more than seventy five (75) years old.
18. Insured means such person or persons named as such in the Policy Schedule and with respect to whom premium has been paid or agreed to be paid.
19. International Trip means a trip outside the territorial limits of the Philippines, which is undertaken by the Insured.
20. Itinerary Page means the document issued by an authorized representative which contains the passenger, flight and insurance details.
21. Limb includes a hand or foot.
22. Loss means, with respect to hands and feet, actual severance through or above wrist or ankle joints; with respect to eyes, entire and irrecoverable loss of sight; with respect to thumb and index finger, actual

severance through or above metacarpophalangeal joints, and in each case caused by an Accidental Injury. This term shall not include loss of use of a part of the body.

23. Loss of Hearing means permanent irrecoverable and complete loss of hearing.
24. Loss of Sight means the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.
25. Loss of Speech means the disability in articulating any three of the four sounds which contribute to speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or the total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.
26. Loss of Use means, with respect to a part of the body, the complete inability of the part of the body to function as a result of an Injury sustained on that part.
27. Medical Necessary Expenses means expenses sustained by Injury or Sickness incurred by the Insured from a legally qualified medical practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, x-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire.
28. Overseas means anywhere outside the Philippines.
29. Permanent Loss means:
 - a) Physical severance or total loss of the use of a Limb having lasted twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement;
 - b) Irrecoverable loss of all sight in an eye;
 - c) Entire and irrecoverable loss of hearing;
 - d) Entire and irrecoverable loss of the ability to speak; and in each case caused by an Accidental Injury.
30. Permanent Total Disability means disablement, which having lasted for at least twelve (12) consecutive months, will, in all probability, entirely prevent the Insured from engaging in gainful employment of any and every kind for the remainder of his life.
31. Physician means a physician or surgeon duly licensed and practicing within the scope of their license pursuant to the laws of the Philippines and shall not include the Insured or his Spouse or any of his Immediate Family Members unless approved by the Company.
32. Policy means this document, the Application and the Policy Schedule describing the insurance contract between the Company and the Insured. It shall also include, after this Policy has taken effect, any amendment, rider, clause, warranty, endorsement or any other document attached to this Policy and which has been endorsed by an authorized executive officer of the Company and countersigned by the Insured.
33. Policy Schedule means the schedule attached to this Policy.
34. Pre-Existing Condition means condition for which the Insured has been diagnosed, received medical advice, consultation, treatment or prescribed drugs by currently a licensed Physician or surgeon within a twelve (12)-month period prior to the Effective Date of this Policy. Condition as used herein means any specific injury, disease or infirmity requiring medical treatment, advice or medication, including all underlying or related conditions.
35. Resident In-patient means an Insured whose Confinement is as a resident bed patient and whose Confinement is covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.
36. Scheduled Departure Date means the date on which the Insured is scheduled to depart as set out in his travel ticket.

37. Schedule of Benefits means the table of benefits, which is incorporated in and forms part of this Policy.
38. Serious Injury or Serious Sickness means Injury or Sickness that causes Permanent Total Disability of Insured, which is certified as such by the attending Physician. It does not include a terminal condition diagnosed prior to the commencement date of the Trip.
39. Sickness means (a) any illness or disease of the Insured occurring during a Trip but does not include a terminal condition of the Insured diagnosed prior to the commencement date of the Trip; or (b) any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends has received daily medical treatment or medication in the thirty (30) days immediately prior to commencement date of the Trip, or has been hospitalized or has undergone surgery (or was on a waiting list for hospitalization or surgery) in the six (6) months immediately prior to the commencement date of the Trip.
40. Single Trip Policy means a policy issued for the selected plan where the Insured can only make a single Trip to the selected destination of travel during the effectivity of this Policy.
41. Spouse means the legally married spouse of the Insured.
42. Strike means organized industrial action or any temporary stoppage of work by the concerted action of the Common Carrier's employees or airport's employees as a result of an industrial or labor dispute.
43. Specially Designated List means the names of a person, entities, groups, corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.
44. Trip means any trip made by the Insured which commences two (2) hours before the Insured's scheduled departure time and ceases two (2) hours after scheduled time of arrival, on the date stated in the Policy Schedule or any subsequent endorsements issued by the Company to amend the travel dates as requested by the Insured.
45. Unforeseen Circumstances means adverse weather conditions, act of God, mechanical breakdown or derangement of the aircraft, the Insured is denied boarding due to over-booking of the scheduled flight, or the inability to travel back to country of residence due to Sickness or Bodily Injury sustained by the Insured during the Trip.

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About the new Chubb

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 30,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in the Philippines for more than 60 years. Chubb in the Philippines is a branch of Insurance Company of North America, which has been assigned a financial rating of AA by Standard & Poor's. The company provides specialized and customized coverages for Property, Casualty, Marine, Financial Lines, as well as Accident & Health. It leverages global expertise and local acumen to tailor solutions to mitigate clients' risks. With a focus on building strong relationships with its clients by offering responsive service, Chubb in the Philippines has become one of the leading providers of Accident & Health insurance through direct marketing.

More information can be found at www.chubb.com/ph