

# Consumer Insurance Policy



## Travel Guard Standard and Enhanced Policy



Bring on tomorrow



AIG PHILIPPINES INSURANCE, INC. (formerly known as Chartis Philippines Insurance, Inc.) (hereinafter called the "Company") agrees to insure the Insured Person(s) against loss covered by this Policy subject to and in accordance with the exclusions, limitations, provisions and terms contained herein, provided the premium is paid as considerations for or on account of such indemnity.

#### TRAVEL GUARD STANDARD AND ENHANCED

##### Benefits

As indicated in the attached policy schedule of benefits.

##### When this Policy Begins and Ends

All coverages, except Trip Cancellation, commence two (2) hours before the Insured Person's scheduled departure time and ceases on whichever of the following occurs first:

- (a) the expiry of the policy period specified in the Policy;
- (b) the Insured Person's return to his / her place of residence or employment, whichever occurs first;
- (c) within two (2) hours after scheduled time of arrival.

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

##### Section 1 – Emergency Medical Assistance and Medical Expenses

###### 1.1 Medical Expenses

The Company will reimburse the Insured Person for all reasonable and customary charges up to the benefit amount per event, subject to a deductible per claim per event as indicated in the attached policy schedule of benefits, following either an accident or unforeseen sickness incurred or sustained during a Trip outside the Philippines.

Covered medical expenses are services and supplies which are recommended by the attending physician and they include:

- (a) the services of a qualified medical practitioner;
- (b) hospital confinement and use of operating room;
- (c) anesthetics (including administration), x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs medicines, and therapeutic services and supplies.

The Company will extend benefits for covered medical expenses incurred in the Philippines, or in the place of residence upon return from the Trip, for the treatment of an accident or sickness which is caused by, resulting from, or incurred or contracted during the Trip. Initial treatment for such accident or sickness must be received during the trip and all expenses must be incurred within thirty (30) days from the date the Insured Person returns to his or her place of residence in the Philippines. Admission to the Hospital must be within twelve (12) hours after arrival and must be a continuation of medical attention sought while traveling. The maximum sum payable for Medical Expenses incurred upon return to the place of residence is equivalent to ten percent (10%) of the maximum benefits stated for Medical Expenses. In no event shall the total amount payable under this Section both in or out of the Philippines exceed one hundred (100%) of the limits stated in the Schedule of Benefits.

###### 1.2 Medical Evacuation

When as the result of injury or sickness commencing while the Insured is traveling overseas and if in the opinion of the Company or its authorized representative, it is judged medically appropriate to move the Insured Person to another location for medical treatment, or to return the Insured Person to the Philippines, the Company or its authorized representative shall arrange for the evacuation utilizing the means best suited to do so, based on the medical severity of the Insured Person's condition.

The means of evacuation arranged by the 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 Company or its authorized representative and will be based solely upon medical necessity. Covered expenses are expenses for services provided and/or arranged by the Company or its authorized representative for the transportation, medical services and medical supplies necessarily incurred as a result of an emergency medical evacuation of an Insured Person as described herein.

###### 1.3 Repatriation Expense

When as the result of injury or sickness covered under this Policy commencing while the Insured Person is traveling overseas, the Insured Person dies within thirty (30) days from the date of injury or commencement of sickness, the Company or its authorized representative shall make the necessary arrangements for the return of the Insured Person's mortal remains to his or her place of residence. The Company shall cover expenses for such repatriation.

In addition to the transportation of the remains, the Company shall reimburse the Insured Person's estate expenses actually incurred for service and supplies provided by a mortician or undertaker, including but not limited to the cost of a casket, the embalming and cremation if so elected.

###### 1.4 Compassionate Visit

If the Insured Person is hospitalized more than five (5) days and medical condition forbids the repatriation and no adult member of the family is with the Insured Person, this section will cover reasonable and necessary transportation and hotel accommodation expenses of one (1) of the immediate family member of the Insured Person, up to the limit specified in the schedule of benefits, provided such transportation and accommodation is arranged by the Company or its authorized representatives.

###### 1.5 Child Guard

If the Insured Person is hospitalized and accompanied by a minor child and if no adult accompanies him or her, the Company or its authorized representative will organize and pay reasonable and necessary transportation and hotel accommodation expenses, up to the limit specified in the schedule of benefits, for an immediate family member or a next of kin residing in the Philippines to take care of the minor children and accompany them home.

##### Exclusions

The Company will only pay costs for medical care prescribed by a qualified medical practitioner or delivered by a recognized hospital. Benefits will not be provided for any loss resulting in whole or in part:

- (a) from Civil or Foreign war whether declared or not;
- (b) from the absorption by the Insured Person of any drugs, medications, or treatments not prescribed by a Physician;
- (c) from the influence of alcohol characterized by a blood alcohol level of the Insured Person equal to or superior to that fixed by the laws regulating the use of automobiles;
- (d) from suicide, attempted suicide or intentionally self-inflicted injury;
- (e) from the Insured Person's participation in any professional sports;
- (f) from the Insured Person's participation in any competition involving the use of a motorized land, water, or air vehicle;
- (g) from the consequences on the Insured Person riding or driving a motorcycle or motor scooter with an engine displacement over 125 cm<sup>3</sup>;



- (h) from the Insured Person's 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 regular and published scheduled routes;
- (i) from Insured Person's active service in any of the armed forces of any nation;
- (j) from the participation of the Insured Person in a criminal act;
- (k) from Insured Person's practice or utilization, either as pilot or passenger, of a sailplane, hanglider, parasail, parachute, or engaging in any aerial flight other than as a passenger.
- (l) from any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan, Syria, Libya and Burma.
- (m) from any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by an Insured Person if that Insured Person is a terrorist; a member of a terrorist organization; a narcotic trafficker; or a purveyor of nuclear, chemical or biological weapons.

Benefits will not be provided for expenses incurred for:

- (a) any medical treatment received during a Trip which was made for the purpose of receiving medical treatment or if the Trip was undertaken while the Insured Person was unfit to travel;
- (b) medical care in your country of residence except as provided in the above description of Medical Expenses;
- (c) pre-existing conditions;
- (d) pregnancy and its complications;
- (e) mental or emotional disorders;
- (f) sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
- (g) experimental or investigative procedures;
- (h) cosmetic surgery, apart from reconstructive surgery required by a covered Accident;
- (i) cures of any kind resulting from an Accident or Sickness, psychoanalytical treatment, stays in rest homes, physiotherapy and detoxification;
- (j) ophthalmological care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of a covered Accident;
- (k) care provided by a chiropractor or an osteopath;
- (l) non-emergency medical check-ups;
- (m) vaccinations and their complications;
- (n) any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled Trip;
- (o) any expenses for a service not approved and arranged by the Company or its authorized representative, except that this exclusion shall be waived in the event the Insured Person or his/her traveling companions cannot for reason beyond their control notify the Company or its authorized representative during an emergency situation.

In any event, the Company reserves the right to reimburse the Insured Person only for those expenses incurred for service which the Company or its authorized representative would have provided under the same circumstances up to the actual cost used and up to the maximum shown in the Schedule.

## Section 2- Emergency Trip Cancellation and Termination

### 2.1 Emergency Trip Cancellation

Under this section, the Company pays the Insured Person 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 Person and for which the Insured Person is legally liable and which are not recoverable from any other source

consequent upon the 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 Person, spouse, parent, parent-in-law, child, grandparent, 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 Person;
- (c) serious damage to the Insured Person's principal residence from fire, flood or similar natural disaster (typhoon, earthquake, etc.) within one 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 other existing insurance scheme, government program or which will be paid or refunded by a hotel, airline, travel agent for any other travel and/or accommodation.

Policy Deductible: This Insurance will not pay the deductible of each and every loss as indicated in the attached policy schedule of benefits.

### 2.2 Emergency Trip Termination

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 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. The authorized travel agent has an authority to make a claim on behalf of the Insured Person for air fares only.

Emergency trip termination 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.

### 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 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) from any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan, Syria, Libya and Burma.
- (i) from any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by an Insured Person if that Insured Person is a terrorist; a member of a terrorist organization; a narcotic trafficker; or a purveyor of nuclear, chemical or biological weapons.

**Section 3 – Baggage Delay**

This benefit will reimburse the Insured Person for the purchase of necessary clothing and toiletries up to the maximum benefit per twelve (12)-hour delay if the checked-in baggage accompanying the Insured Person has been delayed, misdirected or temporarily misplaced in delivery from more than twelve (12) hours from the time of the arrival at the overseas destination. The insurance is allowed a maximum of eight payments for every twelve (12)-hour delay if the same baggage is still not in the physical possession of the Insured Person.

Benefits will not be provided:

- (a) for claims not declared to a competent person of the airline company as soon as the Insured Person knows the baggage is late or lost;
- (b) for any clothing or toiletries that the Insured Person purchased more than four (4) days after the actual time of arrival at the airport of destination;
- (c) when the baggage delay occurs on the return journey to Insured Person's normal domicile;
- (d) for purchases made after delivery of Insured Person's baggage by the air carrier.

The Insured Person cannot claim from under both benefits of the section for Baggage Delay and Personal Effects and section of Baggage Delay for the same loss.

**Section 4 – Baggage and Personal Effects**

This section pays for loss or damage to the Insured Person's baggage and clothing and personal effects within the baggage, up to the maximum benefit amount, during the period between the date of departure and the date of return to the place of residence or employment, or when the Policy expires as stated whichever occurs first and subject to the following.

- (a) The amount payable in respect of any one item shall not exceed the maximum limit as stated in your policy schedule of benefits;
- (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) Loss must occur (i) while the baggage or personal effects is/are in the possession of hotel staff or a common carrier and proof of such loss must be obtained in writing from the hotel management or the common carrier management and such proof must be provided to the Company, or (ii) as the result of 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;

- (e) Insured Person cannot claim from under both benefits of the section for Baggage and Personal Effects and section of 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.

**Section 5 – Personal Accident**

When, as the result of an Accident occurring between the Departure and Return Dates, the Insured Person sustains bodily injury which results in his or her death or disablement, the Company will pay to his or her beneficiaries the amount as provided in the Benefit Table below; provided that such death occurs within ninety (90) days after the date of accident causing such death.

1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and Incurable Paralysis of All Limbs	100%
4. Permanent Total Loss of Sight of Both Eyes	100%
5. Permanent Total Loss of Sight of One Eye	100%
6. Loss of or Permanent Total Loss of Use of Two Limbs	100%
7. Loss of or Permanent Total Loss of Use of One Limb	100%
8. Loss of Speech and Hearing	100%
9. Permanent Total Loss of Hearing in	
a. Both Ears	75%
b. One Ear	15%

The occurrence of any specific loss for which indemnity is



payable under this section shall not at once terminate all insurance under the Policy, but such termination shall be without prejudice to any claim originating out of the accident causing such loss. No indemnity will be paid under any circumstances for more than one of the losses, the greatest for which provision is made in this section.

“Permanent” wherever used in this Policy shall mean lasting twelve (12) calendar months from the date of accident and at the expiry of the twelve (12)-month period being beyond hope of improvement.

“Permanent Total Disablement” shall mean disablement which commences within ninety (90) days from the date of the accident and which is permanent and which entirely prevent an Insured Person from attending to any business or gainful occupation (of any and every kind) or if he has no business or occupation from attending to any duties, which would normally be carried out by him in his daily life.

“Loss of or Loss of Use” wherever used in this Policy shall mean permanent total functional disablement or complete and permanent severance through or above the wrist or ankle joints.

“Loss of Limb” wherever used in this Policy shall mean total functional disablement or loss by complete and permanent physical severance of a hand at or above the wrist or of a foot at or above the ankle.

“Loss of Speech” wherever used in this Policy shall mean the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveolar sounds, the palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.

“Loss of Hearing” wherever used in this Policy shall mean permanent irrecoverable loss of hearing where:

- If a dB = Hearing loss at 500 Hertz
- If b dB = Hearing loss at 1000 Hertz
- If c dB = Hearing loss at 2000 Hertz
- If d dB = Hearing loss at 4000 Hertz
- 1/6 of (a + 2b + 2c + d) is above 80 dB.

“Loss of Sight” wherever used in this Policy shall mean the entire and permanent irrecoverable Loss of Sight.

Exposure and disappearance. When the reason of any accident covered by this Policy the Insured Person is exposed to the elements and as the result of such exposure suffers a loss for which indemnity is otherwise payable hereunder, such loss will be covered under this Policy.

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

#### Exclusions

This 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, medications, 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.

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 125 cm<sup>3</sup>;
- (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 regular and published scheduled routes;
- (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 pilot or passenger, of a sailplane, hanglider, parasail, parachute, or engaging in any aerial flight other than as a passenger.
- (h) from any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan, Syria, Libya and Burma.
- (i) from any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by an Insured Person if that Insured Person is a terrorist; a member of a terrorist organization; a narcotic trafficker; or a purveyor of nuclear, chemical or biological weapons.

#### Section 6 – Flight Delay

This section will reimburse the Insured Person up to the maximum benefit amount per twelve (12)-hour delay, if the Insured Person's flight is delayed for more than twelve (12) hours, for:

- (a) any prepaid, unused, non-refundable land or water accommodations;
- (b) any reasonable expenses incurred in respect of meals and lodging which were necessarily incurred as a result of the delay and which were not provided by the airline or any other party free of charge;
- (c) the cost of transfer to and from the airport.

Only those delays caused by the following will be covered:

- (a) delay caused by any severe weather conditions;
- (b) delay due to a strike or other job action by employees of the airline on which Insured Person is scheduled to travel;
- (c) delay caused by the equipment failure of the aircraft on which Insured Person is scheduled to travel.

This insurance will allow for a maximum of eight (8) payments for every twelve (12)-hour delay.

This section only applies to normally scheduled airline flights which Insured Person had duly confirmed according to the airlines rules and regulations. In the event of dispute, the “ABC World Airways Guide” will be considered the reference work to determine the timetable of flights and connections. Any delay of a charter flight will not be covered.

#### Section 7 – Loss of Travel Documents

The Company will reimburse the Insured Person up to the maximum benefit amount in respect of reasonable 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 an Insured Person shall exercise reasonable care for the safety and supervision of the property and that any loss of passport must be reported to the Police within twenty-four (24) hours of the discovery.

#### Section 8 – Personal Liability Abroad

The Company will indemnify the Insured Person in respect of legal liability occurring during the Trip as a result of:

- (a) death or accidental bodily injury to another person, or
- (b) accidental loss or damage to the property of another 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 Person which may be the subject of any indemnity under this coverage.

#### Exclusions

No indemnification as a consequence of:

- (a) the Insured Person's participation in any act of Civil or Foreign war, acts of terrorism or sabotage, riots, public demonstrations, strikes and lock-outs ;
- (b) any deliberate and wrongful damage or harm caused by the Insured Person;
- (c) any willful, malicious, or unlawful act by the Insured Person;
- (d) any non-pecuniary loss;
- (e) liability arising directly or indirectly by or through or in connection with any mechanically propelled vehicle, aircraft or watercraft when the Insured Person is the owner, driver or pilot thereof or if the person having custody or control of such pilot or person is a servant, agent or person for whom he is legally responsible;
- (f) any damage caused by animals owned or kept by the Insured Person or by persons for whom he is legally responsible;
- (g) accidental loss or damage to property belonging to or held in trust by or in the custody or control of the Insured Person or any of his employees or any member of his family or household;
- (h) any liability resulting from Insured Person's practice of his profession or trade or liability attaching to the Insured Person by reason of an express term of any contract;
- (i) bodily injury to or sickness of any person who is under a contract of employment, service, or apprenticeship with the Insured Person when such injury arises out of and in the course of their employment by the Insured Person;
- (j) damage caused by or to buildings or parts of buildings owned, rented or occupied by the Insured Person;
- (k) any claim arising from an Insured Person being insane or under the influence of or affected by drugs, (other than drugs prescribed by a licensed Physician) intoxicating liquor, or solvents;
- (l) liability for which indemnity is provided under any other contract of insurance in the name of the Insured Person.
- (m) from any loss, injury, damage or legal liability arising directly or indirectly from travel in, to or through Afghanistan, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Sudan, Syria, Libya and Burma.
- (n) from any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by an Insured Person if that Insured Person is a terrorist; a member of a terrorist organization; a narcotic trafficker; or a purveyor of nuclear, chemical or biological weapons.

#### Definitions

1. **INSURED PERSON.**
  - (i) the Primary Insured,
  - (ii) his or her spouse and
  - (iii) any unemployed and unmarried children from one (1) to eighteen (18) years of age, provided they are named in the application or their names are subsequently endorsed herein.
2. **ACCIDENT.**  
Any bodily injury, unintentional on the part of the Insured Person, resulting directly and independently from the sudden action of an external cause, of which the Insured Person is victim during the Trip.
3. **CIVIL WAR.**  
Armed opposition between two (2) or more parties belonging to the same country where the opposing parties are of different ethnic, religious, or ideological groups. Included in this definition are armed rebellion, revolution, sedition, insurrection, coup d'état, and the consequences of martial law.
4. **FOREIGN WAR.**  
Armed opposition, whether declared or not between two countries.
5. **HOSPITAL.**  
A place that holds a valid license (if required by law); operates primarily for the care and treatment of sick or injured persons; has a staff of one or more qualified medical practitioners available at all times; provides twenty-four (24) hour nursing service and has at least one (1) registered professional nurse on duty at all times; has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis; and is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.
6. **IMMEDIATE FAMILY MEMBER.**  
An Insured Person's legal spouse; children; children-in-law; siblings; parents; parents-in-law; grandparents; grandchildren, who reside in the Insured Person's principal country of residence.
7. **QUALIFIED MEDICAL PRACTITIONER.**  
A person legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical or surgical service, but excluding a medical practitioner who is the Insured Person or relative of the Insured Person.
8. **PRE-EXISTING CONDITION.**  
Any sickness, disease, or other condition of the Insured Person or an Immediate Family Member of the Insured Person which in the 180-day period before the registered scheduled departure date; (a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) was treated by a qualified medical practitioner or treatment had been recommended by a qualified medical practitioner.
9. **REASONABLE AND CUSTOMARY CHARGES.**  
Amount charged 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 expense is incurred; and does not include charges that would not have been made if no insurance existed.



10. SICKNESS.

Any noticeable change in the physical health of an Insured Person provided that this change occurs between the Effective and Departure Dates wherein the Insured Person requires the care of a qualified medical practitioner acting within the scope of his/her license to treat the Sickness for which the claim is made, and the nature of the illness is not excluded from this Policy.

Miscellaneous Terms and Conditions

1. CONTROLLING LAW.

Under this contract, the Company elects as its domicile its head office at 47F PBCOM Tower, Ayala Avenue corner V.A. Rufino Street, Makati City, Philippines. The contracting parties declare that they will submit to the jurisdiction of the Philippine courts and waive any proceedings in any other country.

2. LEGAL ACTIONS.

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of one year after the time written proof of loss is required to be furnished.

3. 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 an Insured Person and the truth of the statements and answers in any proposal and/or application and of evidence required from an Insured Person in connection with this insurance shall be conditions precedent to any liability of the Company to make any payment under this Policy.

4. CUMULATIVE INSURANCES.

If at the time of occurrence of any loss, except in respect of the Personal Accident coverage, there is other valid and collectible insurance 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.

5. EXCEPTIONAL CIRCUMSTANCES.

The Company or its authorized representatives cannot be held liable for delays in the execution of services in the event of strikes, riots, any act of sabotage or terrorism, civil or foreign war, release of heat or irradiation coming from the splitting of nuclei of atoms, radioactivity, other accidents or cases of natural events.

All interventions by the Company or its authorized representatives are conducted within the context of the national and international laws and regulations and are dependent on the necessary authorizations being obtained from the competent authorities.

6. ARBITRATION.

All differences as to the amount of any loss or damage covered by this Policy shall be referred to the decision of an arbitrator to be appointed by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within thirty (30) days after having been required in writing to do so by either of the parties or in case of disagreement between the arbitrators, to the decision of an umpire to be appointed in writing by the arbitrators before entering on the reference and an award by the arbitrators or umpire shall be a condition precedent to any right of action against the Company only in cases of differences as to amount of liability actually arising out of this Policy.

7. SUBROGATION OR CLAIM AGAINST THOSE LIABLE FOR THE CLAIM.

To the extent the Company pays for a loss suffered by an

Insured Person, the Company take over the rights and remedies the Insured Person had relating to the loss. This is known as subrogation. The Insured Person must help the Company preserve the rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over an Insured Person's rights, the Insured Person must sign an appropriate subrogation form supplied by the Company.

8. TRADE EMBARGO.

The Company is not liable to make any payments for liability under any coverage sections of this policy or make any payments under extension for any loss of claim arising in, or where the insured or any beneficiary under the policy is a citizen or instrumentality of the government of, any country (ies) against which any laws and/or regulations governing this policy and/or the insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the insured or any other beneficiary under the policy.

It is further understood and agreed that no benefits or payment will be made to any beneficiary (ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this policy and/or the insurer, its parent company or its ultimate controlling entity.

9. NOTICE OF LOSS.

In case of hospitalization or medical emergency the Insured Person, a person traveling with him or her, or the treating medical authority or institution must contact the Company or its authorized representative immediately to verify coverage and arrange the appropriate medical care. In case of bodily injury or death written notice of claim must be given to us within 30 days after a covered loss begins or as soon as reasonably possible. Notice should include the Insured Person's name and the policy number.

If the Insured Person's property covered under this Policy is lost or damaged, the Insured Person 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 carrier or bailee who is or may be liable for the loss or damage, and notify the police or other authority in the case of robbery or theft within 24 hours.

10. PROOF OF LOSS.

Written proof of loss including original policy/ certificate, original receipts, invoices and all other relevant documents must be furnished the Company at one of the local offices within 60 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 year from the time proof is otherwise required.

11. PAYMENT OF CLAIMS.

Death claims will be paid to the Insured Person's estate, unless the Company receives a written request from the Insured Person designating a named beneficiary. All other claims will be paid to the Insured Person. In the event the Insured Person is a minor, incompetent, or otherwise unable to give a valid release for the claim, the Company may make arrangements to pay claims to the Insured Person's legal guardian, committee or other qualified representative. Under section 1, in the event funds for emergency medical treatment are guaranteed to the provider of healthcare by the Company or its authorized representative, indemnities shall be payable directly to the provider of healthcare.



Claims for damage and/or destruction shall be paid immediately when proof of the damage and/or destruction is presented to the Company. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. The Insured Person must present acceptable proof of loss and the value involved to the Company.

IN WITNESS WHEREOF, the AIG PHILIPPINES INSURANCE, INC. (formerly known as Chartis Philippines Insurance, Inc.) has caused this policy to be executed on its behalf by the undersigned Authorized Representative.

AIG PHILIPPINES INSURANCE, INC.  
TIN 000-531-569

12. PHYSICAL EXAMINATION AND AUTOPSY.

The Company, at its own expense, shall have the right and opportunity to examine the person of the Insured Person when and as often as it may reasonably require during the pendency of a claim under Sections 5 and 6 of this policy and to make an autopsy in the case of death where it is not forbidden by law.

WILFREDO R. PANGILINAN  
Chief Finance Officer

13. REFUND AND CANCELLATION.

The company will not allow any cancellation once this Policy has been issued. The Company shall likewise not allow any refund of premium once this Policy has been issued.

Documentary Stamps to the value stated have been affixed and properly cancelled on the Office of this Policy.

14. ASSIGNMENT.

No assignment of interest under this Policy shall be binding upon the Company unless and until the original or a duplicate thereof is filed with the Company. The Company does not assume any responsibility for the validity of an assignment. No change of Beneficiary under this Policy shall bind the Company unless consent thereto is formally endorsed hereon by an executive officer of the Company. No provision of the charter, constitution or by-laws of the Company shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

IMPORTANT NOTICE

The Insurance Commissioner, with offices in Manila, Cebu and Davao is the government official in charge of the faithful execution and enforcement of all laws relating to insurance and has supervision over insurance companies. He is ready at all times to render assistance in settling any controversy between an Insurance Company and Policyholder relating to insurance matters.

15. AGE LIMIT.

Adults up to age of 70 years old and accompanied children from one (1) to eighteen (18) years old are entitled to 100% of all benefits. For naccompanied children from 1 to 18 years old, coverage is limited to 50% of Personal Accident Benefit while other benefits remain the same.

16. ARTICLE 1250 NEW CIVIL CODE WAIVER CLAUSE.

It is hereby declared and agreed that the provision of Article 1250 of the New 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 the policy.