



Group Policyholder: Singapore Airlines, Limited
Master Policy Number **2030000590**
Effectivity Date **June 2014**

GROUP TRAVEL INSURANCE BY AIG 'TRAVEL GUARD'

This Policy sets out the terms and conditions of a contract of insurance between AIG Philippines Insurance, Inc. and You. We have written the Policy in plain English so that You may better understand it. Please read the Policy carefully as this is a legal document.

In consideration of the payment of premium to Us specified in the Certificate of Insurance which will be sent to You in electronic form, and subject to the definitions, limitations, exclusions, terms, conditions and general provisions contained or endorsed in this Policy, and on the basis of the truth of the proposal and declaration submitted and statements made by You, We will insure You and promise to pay indemnity for loss to the extent provided under this Policy while the Policy is still in force. The period of insurance is stated in the Certificate of Insurance.

PART I – POLICY DEFINITIONS

- 1) **ACCIDENT or ACCIDENTAL** means a sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.
- 2) **ACQUIRED IMMUNE DEFICIENCY SYNDROME** or AIDS will have the meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), encephalopathy (dementia), HIV wasting syndrome or any disease or sickness in the presence of a zero-positive test for HIV.
 - a) **OPPORTUNISTIC INFECTION** includes but is not limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.
 - b) **MALIGNANT NEOPLASM** includes but is not limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disability, in the presence of Acquired Immune Deficiency Syndrome.
- 3) **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 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) will not be considered as an Act of Terrorism. Act of Terrorism also includes any act, which is verified or recognised by the (relevant) government as an act of terrorism.
- 4) **CHILD or CHILDREN** shall mean an unmarried person or persons not older than 12 years of age during the Policy period.
- 5) **CIVIL UNREST, RIOT OR COMMOTION** means a gathering of persons (organized or unorganized) to promote their views and in disturbance of the public peace and there is violence or threats of violence or the action of any lawfully constituted authority in suppressing or attempting to suppress any such gathering and disturbance or minimizing the consequences of such disturbance. These terms shall include any War, invasion or other acts of foreign powers or warlike operations (whether or not war is declared), civil war or mutiny, civil commotion amounting to a popular uprising, military uprising, rebellion, revolution, insurrection, military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure or de facto, or to the influencing of such government by terrorism or violence. These terms do not include an individual act of violence.
- 6) **COMMON AIR CARRIER** means any fixed-wing aircraft provided and operated by a commercial airline company which is duly licensed for the regular transportation of passengers and any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers and operating only between established commercial airports or licensed commercial heliports.
- 7) **COUNTRY OF ORIGIN / HOME COUNTRY** means any country to which You are granted rights of citizenship or permanent residence by the respective governmental authorities excluding the Philippines.
- 8) **GOLFING EQUIPMENT** means golf clubs and golf bags.
- 9) **HOSPITAL** means 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 Medical Practitioners available at all times; provides 24-hour nursing service and has at least one 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, or a facility operated as a drug and/or alcohol treatment centre.

- 10) **HOSPITAL CONFINEMENT** means being confined in a Hospital as a registered in-patient because of a medical necessity and on the recommendation of a Medical Practitioner. One day of Hospital Confinement means a continuous 24 hour period for which the Hospital makes a charge for room and board for the treatment of Injury or Sickness.
- 11) **HOUSEHOLD CONTENTS** means household furniture and furnishing, clothing and personal effects belonging to You or to members of Your family or domestic servants permanently residing with You and fixtures and fittings which You own (or for which You are responsible) not being landlord's fixtures and fittings and excluding deeds, bonds, bills of exchange, promissory notes, cheques, travellers' cheques, securities for money, documents of any kind, cash, currency notes.
- 12) **INJURY** means bodily injury which You sustain within 90 days from the date of an Accident and is caused by an Accident solely, directly and independently of any other cause.
- 13) **INSURED PERSON(S)** means the person(s) named in the Policy Schedule as the Insured(s).
- 14) **JEWELRY** mean objects such as rings, bracelets, brooches, necklaces, bangles, ear rings, lockets that are worn on the body as decoration which have inclusions of precious metals i.e. gold and silver with precious stone or semi-precious stones.
- 15) **LAPTOP COMPUTER** means the complete laptop computer including accessories or attachments that come as standard equipment with the laptop. Any handheld computers or devices are excluded from this category.
- 16) **LOSS OF LIMB** means 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.
- 17) **LOSS OF HEARING** means 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
 $\frac{1}{6}$ of (a+2b+2c+d) is above 80 dB
- 18) **LOSS OF SIGHT** means the entire and Permanent irrecoverable loss of sight.
- 19) **LOSS OF SPEECH** means the disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveolobial 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.
- 20) **MANUAL WORKER** means a person who undertakes physical work including but not limited to construction, installation, assembly and building works as well as a person of occupation involving labor, including but not limited to bar and restaurant staff, musicians and singers and fruit pickers (who do not use machinery) where all of such persons are paid for their work and services but excluding a person who undertakes voluntary work for a charitable organization where such work and services are not paid for and does not involve construction work and usage of heavy machinery or working more than three meters above the ground.
- 21) **MEDICAL EXPENSES** mean expenses incurred within 90 days of sustaining Injury or Sickness and paid to a Medical Practitioner, Hospital and/or ambulance service provider for medical, surgical, X-ray, Hospital or nursing treatment including the cost of medical supplies and ambulance hire and including the cost of dental treatment where such treatment is necessarily incurred to restore sound and natural teeth and is caused by an Accident. All treatment including specialist treatment must be prescribed or referred by a Medical Practitioner in order for expenses to be reimbursed under this Policy which reimbursement will not exceed the usual level of charges for similar treatment, medical services or supplies in the location where the expenses were incurred had this insurance not existed.
- 22) **MEDICAL PRACTITIONER** means a registered and qualified medical practitioner licensed under any applicable laws and acting within the scope of his/her license and training. You should not be the attending Medical Practitioner nor Your spouse or Your business partner or Your employer or employee or Your agent or a person booked to accompany You on the Trip, or a person who is related to You in any way.
- 23) **NATURAL DISASTERS** means fires, floods, typhoons, hurricanes, cyclones, tornados, tsunamis or other storms of catastrophic dimensions, volcanic eruptions, earthquakes, landslides or other convulsion of nature or by consequences of any of the occurrences mentioned above.
- 24) **PERMANENT** means lasting 12 consecutive calendar months from the date of the Accident and at the expiry of that period being beyond hope of improvement.
- 25) **PRE-EXISTING MEDICAL CONDITION** shall mean any illness, disease or other condition which You suffer and within a 12-month period preceding the effective date of this Policy (a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinary prudent person to seek diagnosis care or treatment; (b) requires You to take prescribed drugs or medicine; or (c) was treated by a Medical Practitioner or treatment was recommended by a Medical Practitioner.
- 26) **PUBLIC PLACE** means any place to which the general public has access, for example (but not limited to) airports, shops, restaurants, hotel foyers, parks, beaches, golf course, driving range, public buildings and like places.
- 27) **PUBLIC TRANSPORT** means any regularly scheduled mode of transportation provided and operated by a duly

licensed carrier and meant for the local public interest to move around and which is recognized by respective countries which mode shall be buses, ferries, hovercrafts, hydrofoils, cruise ships, trains, trams or underground trains. This excludes all modes of transportation that are chartered or arranged as part of a tour even if such services are regularly scheduled. Common Air Carrier is in this Policy treated as Public Transport.

- 28) **RELATIVE** refers to Your spouse, child, parent, parent-in-law, grandparent, grand parent-in-law, great-grandparent, great-grandparent-in-law, grandchild, brother, sister, brother-in-law, sister-in-law, niece, nephew, aunt or uncle.
- 29) **SERIOUS INJURY OR SERIOUS SICKNESS** whenever applied to You, this means Injury or Sickness which requires treatment by a Medical Practitioner and which results in You being certified by that Medical Practitioner as unfit to travel or continue with Your or their original Trip and whenever applied to Your Relative or Travel Companion means Injury or Sickness certified by a Medical Practitioner as being dangerous to life and which results in Your discontinuation or cancellation of Your Trip.
- 30) **SICKNESS** means any noticeable change in Your physical health due to a medical condition contracted, commencing or manifesting whilst overseas during the period of Your Trip in which You seek the care of a Medical Practitioner to treat the Sickness for which the claim is made provided the Sickness is not a Pre-existing Medical Condition and the nature of the Sickness is not excluded from this Policy. For the purpose of Section 11, "Sickness" means any noticeable change in Your physical health due to a medical condition contracted, commencing or manifesting before travelling overseas in which You seek the care of a Medical Practitioner to treat the Sickness for which the claim is made provided the Sickness is not a Pre-existing Medical Condition and the nature of the Sickness is not excluded from this Policy.
- 31) **STOLEN** means having been stolen by a third party by way of theft, robbery or burglary without Your assistance, consent or cooperation.
- 32) **STRIKE** means any organized, willful refusal by any worker or employee to continue working to register a protest or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of such act.
- 33) **TOTAL DISABLEMENT** means Injury of a Permanent nature which solely, directly and totally disables and prevents You from attending to any business or occupation of any and every kind or if You have no business or occupation, from attending to Your usual duties.
- 34) **TRAVEL COMPANION** means a person who has travel bookings to accompany You on the Trip excluding Your Relative.
- 35) **TRIP** means a journey from the place of embarkation in the Philippines to the intended destination(s) overseas and ceases upon arrival in the Philippines. A Trip shall not exceed 180 consecutive days.
- 36) **WAR** means war, whether declared or not, or any warlike activities including use of military force by any-sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
- 37) **We or Our or Us** means AIG Philippines Insurance, Inc (AIG).
- 38) **You or Your** means You, the insured, under AIG Philippines Insurance, Inc. (AIG).

PART II – SUMMARY OF BENEFITS AND COVERAGE

BENEFITS TABLE		Maximum Benefits (US\$)	
		International	Asia
Section 1	Medical & Accident Dental Expenses Incurred Overseas	\$ 200,000 (deductible - \$10)	\$ 100,000 (deductible - \$10)
Section 2	Medical Expenses incurred in the Philippines	\$5,000 (deductible - \$10)	\$2,500 (deductible - \$10)
Section 3	Overseas Hospital Income	\$1,500	\$1,000
	Per day	\$50	\$50
Section 4	Emergency Medical Evacuation	Actual Cost	Actual Cost
Section 5	Repatriation	\$10,000	\$10,000
Section 6	Hospital Visitation and Compassionate Visit	\$2,500	\$1,000
Section 7	Child Protector	\$2,500	N/A
Section 8	Emergency Assistance	Included	Included
Section 9	Accidental Death & Permanent Disablement	\$80,000	\$50,000
Section 10	Public Transport Double Cover	Included	N/A

Section 11	Travel Cancellation and Travel Postponement	\$5,000 (deductible -\$10)	\$2,500 (deductible - \$10)
Section 12	Travel Curtailment including Aircraft Hijacking and Travel Interruption	\$5,000 (deductible -\$10)	\$2,500 (deductible - \$10)
Section 13	Personal Baggage	\$2,000 (deductible -\$10)	\$1,500 (deductible - \$10)
	(including Laptop Computer)	Max \$250	Max \$250
Section 14	Travel Delay/Flight Delay	\$500	\$400
		\$50 per 6-hour delay	\$50 per 6-hour delay
Section 15	Baggage Delay	\$375	\$375
		\$75 per 8-hour delay	\$75 per 8-hour delay
Section 16	Loss of Travel Documents	\$2,000	\$700
Section 17	Personal Money	\$500	\$500
Section 18	Personal Liability Abroad	\$100,000	\$50,000
Section 19	Golf Advantage		
	A) Damage or Loss of Golfing Equipment	\$600	\$600
	B) Hole-in-One	\$200	\$200
Section 20	Cover in the event of Terrorism	\$100 maximum of \$1,000	\$50 maximum of \$500
Section 21	Home Guard	\$2,500	\$2,000
Section 22	Rental Vehicle Excess	\$200	\$200

MEDICAL AND TRAVEL BENEFITS

SECTION 1 - MEDICAL & ACCIDENT DENTAL EXPENSES INCURRED OVERSEAS

We will reimburse You up to the limit specified in the Summary of Benefits under Section 1, the Medical Expenses necessarily incurred whilst overseas for Injury or Sickness You suffered solely and independently of any other causes. In no event will the total of the Medical Expenses incurred overseas exceed the limit specified in the applicable Summary of Benefits under Section 1.

If You are entitled to a refund of all or part of the Medical Expenses from any person or any other source, We will only pay the balance amount of Medical Expenses that is not refunded subject to the applicable limits.

SECTION 2 - MEDICAL EXPENSES INCURRED IN THE PHILIPPINES

We will reimburse You up to the limit specified in the Summary of Benefits under Section 2, the Medical Expenses necessarily incurred in the Philippines for medical treatment or follow-up medical treatment in the Philippines for Injury or Sickness which You had sustained whilst overseas. The time limit for seeking such medical treatment is as follows:

- a) if prior medical treatment has not been sought overseas, You must seek medical treatment in the Philippines within 7 days from the date of return to the Philippines. From the date of the first medical treatment in the Philippines, You have up to a maximum of 30 days to continue medical treatment in the Philippines up to the limit specified in the Summary of Benefits under Section 2; or
- b) if medical treatment had already been sought overseas, You have up to a maximum of 30 days from the date of return to the Philippines to continue medical treatment in the Philippines up to the limit specified in the applicable Summary of Benefits under Section 2.

In no event will the total of the Medical Expenses in the Philippines exceed the limit specified in the applicable Summary of Benefits under Section 2.

If You are entitled to a refund of all or part of the Medical Expenses from any person or any other source, We will only pay the balance amount of Medical Expenses that is not refunded subject to the applicable limits.

SECTION 3 - OVERSEAS HOSPITAL INCOME

We will pay up to the limit specified in the Summary of Benefits under Section 3, Hospital income for Hospital Confinement due to Injury or Sickness sustained whilst overseas. If You are under Hospital Confinement during the Trip, We will pay You \$50 per day of such Hospital Confinement. Payment will be made after the period of Hospital Confinement.

SECTION 4 - EMERGENCY MEDICAL EVACUATION

When as the result of Injury or Sickness commencing while You are overseas and if in the opinion of Travel Guard, or an authorized representative of Travel Guard, it is judged medically appropriate to move You to another location or to return You to the Philippines for medical treatment, Travel Guard, or the authorized representative, will arrange for the evacuation utilizing the means best suited to do so, based on the medical severity of Your condition. We will pay Travel Guard directly the covered expenses for such evacuation specified in the Summary of Benefits under Section 4.

The means of evacuation arranged by Travel Guard, or an authorized representative of Travel Guard, 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 Travel Guard, or the authorized representative, and will be based solely on medical necessity.

Covered expenses are expenses for services provided and/or arranged by Travel Guard for Your transportation, medical services and medical supplies necessarily incurred as a result of an emergency medical evacuation and is subject to the following exclusions.

EXCLUSIONS

We will not pay for:

- 1) any expenses incurred for services provided by another party for which You are not liable to pay, or any expenses already included in the cost of a scheduled Trip; and
- 2) any expenses for a service not approved and arranged by Travel Guard, or an authorized representative of Travel Guard, provided always that We reserve the right to waive, at Our sole discretion, this exclusion in the event that You or Your Relative or Travel Companion cannot for reasons beyond Your control notify Travel Guard during an emergency medical situation. In any event, We reserve the right to reimburse You only for those expenses incurred for services which Travel Guard would have provided under the same circumstances and up to the limit specified in the Summary of Benefits under Section 4.

SECTION 5 - REPATRIATION

When as the result of Injury or Sickness commencing whilst overseas, You suffer death within 30 days from the date of the Injury or commencement of the Sickness, Travel Guard or an authorized representative of Travel Guard will make the necessary arrangements for the return of Your mortal remains to the Philippines. We will pay Travel Guard directly the covered expenses for such repatriation, up to the limit specified in the Summary of Benefits under Section 5.

We will also reimburse Your estate expenses actually incurred for services and supplies provided by the mortician or undertaker, including but not limited to the cost of the casket, the embalming and cremation if so elected.

EXCLUSIONS

We will not pay for:

- 1) any expenses incurred for services provided by another party for which You are not liable to pay, or any expenses already included in the cost of a scheduled Trip; and
- 2) any expenses incurred for the transportation of Your remains not approved and arranged by Travel Guard, or by an authorized representative of Travel Guard.

Note: In no event will the total of the expenses for Emergency Medical Evacuation and Repatriation exceed the limit specified in the applicable Summary of Benefits under Sections 4 and 5.

SECTION 6 - HOSPITAL VISITATION and COMPASSIONATE VISIT

A) HOSPITAL VISITATION

In the event You are under Hospital Confinement during a Trip for more than 5 consecutive days due to an Injury or Sickness sustained whilst overseas and Your medical condition forbids evacuation and no adult member of Your family is with You, We will pay, up to the limit specified in the Summary of Benefits under Section 6, the reasonable travel (economy airfare, rail or sea transport fare) and hotel accommodation expenses necessarily

incurred by one Relative or friend to visit and stay with You for the duration of Your Hospital Confinement.

B) COMPASSIONATE VISIT

In the event of Your death due to an Accident or Sickness whilst overseas and no adult member of Your family was present at Your death, We will pay, up to the limit specified in the Summary of Benefits under Section 6, the reasonable travel (economy airfare, rail or sea transport fare) and hotel accommodation expenses incurred by one Relative or friend to assist in the final arrangements at Your destination.

Note: This Policy will only pay for a claim in respect of either Hospital Visitation or Compassionate Visit under Section 6A or 6B for the same event but not both.

SECTION 7 - CHILD PROTECTOR

In the event You are under Hospital Confinement whilst overseas and there is no adult to accompany the Child/Children, We will pay, up to the limit specified in the Summary of Benefits under Section 7, reasonable travel (economy airfare, rail or sea transport fare) and hotel accommodation expenses for a Relative or friend to accompany the Child/Children back to the Philippines.

SECTION 8 - EMERGENCY ASSISTANCE

This Policy provides 24-hours Travel Guard Emergency Medical Assistance whilst You are travelling overseas.

SECTION 9 - ACCIDENTAL DEATH & PERMANENT DISABLEMENT

If You are involved in an Accident and as a consequence suffer Injury or death within 90 days from the date of the Accident, We will pay the compensation, up to the limits of the Summary of Benefits and Schedule of Compensation as shown below:

Schedule of Compensation

1) Death	100% }
2) Total Disablement	100% }
3) Permanent and Incurable Paralysis of all Limbs	100% }
4) Permanent Total Loss of Sight of both Eyes	100% } Percentage of
5) Loss of or the Permanent Total Loss of use of two Limbs	100% } Principal Sum of Maximum Benefit Limits for
6) Permanent Total Loss of Speech and Hearing	100% } Each Insured
7) Permanent Total Loss of Hearing in	}
a. both Ears	75% }
b. one Ear	15% }
8) Permanent Total Loss of Sight of one Eye	50% }
9) Loss of or the Permanent Total Loss of use of one Limb	50% }

For the purpose of this Section, cover commences 3 hours before the time You leave Your permanent place of residence or office for a direct journey to the place of embarkation in the Philippines and to the intended destination(s) overseas and ceases on whichever of the following occurs first:

- the expiry of the period of insurance specified in the Policy;
- You return to Your permanent place of residence; or
- within 3 hours of the time of arrival in the Philippines.

EXCLUSIONS

We will not pay compensation for any Total Disablement or death arising from Sickness, or infectious diseases.

SECTION 10 - PUBLIC TRANSPORT DOUBLE COVER

In the event an Accident occurs whilst You are overseas and You are travelling as a passenger in a Public Transport resulting in Your death, the amount of compensation will be based on the Summary of Benefits under Section 10.

Note: This Policy will only pay for any claim either under Section 9 or Section 10, but not both.

SECTION 11 - TRAVEL CANCELLATION & TRAVEL POSTPONEMENT

A) TRAVEL CANCELLATION

- I) If the Trip is cancelled due to any of the following occurring within 60 days (except item (c)) before the date of departure of the Trip:-
- a) death or Serious Injury or Serious Sickness or compulsory quarantine of You or Your Relative or Travel Companion;
 - b) unexpected Strike, Civil Unrest, Riot or Commotion beyond Your control at the planned destination;
 - c) serious damage to Your permanent place of residence in the Philippines arising from Natural Disasters occurring within 1 week before the date of departure and which requires You to be present at the permanent place of residence on the date of departure; or
 - d) witness summons or jury service.

We will pay, up to the limits specified in the Summary of Benefits under Section 11, for the resulting loss of travel and/or accommodation expenses: -

- a) paid in advance by You;
 - b) for which You are legally liable; and
 - c) which are not recoverable from any other source.
- II) Alternatively, if the Trip is cancelled due to an unexpected death of a Relative or Travel Companion occurring within 60 days before the date of departure of the Trip and as a result, You are unable to travel, We will pay any replacement administrative expenses incurred in respect of the change of traveler made before the commencement of the Trip subject to the limits specified in the Summary of Benefits under Section 11. Such replacement administrative expenses are paid by Us as an alternative to I) above and there will be no further payment by Us for any travel losses or accommodation expenses.

EXCLUSIONS

In respect of I) and II) above, We will not pay for any loss or expenses:

- 1) caused directly or indirectly by government regulations or control;
- 2) caused by cancellation by the Common Air Carrier or any other provider of the travel and/or accommodation;
- 3) that is covered by any other existing insurance scheme or government program;
- 4) which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation;
- 5) should this insurance be purchased within 7 days before the date of departure excluding the date of departure (with the exception of Your death or the death of Your Relative or Travel Companion caused by an Accident);
- 6) that results from a Strike, Civil Unrest, Riot or Commotion which was publicly known at the time you booked Your Trip;
- 7) being airport taxes and administration fees included in the cost of your flights; and
- 8) being compensation for any air miles or holiday points You used to pay for the Trip in part or in full.

Once an Insured Person cancels the Trip and a claim is made for Travel Cancellation under Section 11, the Policy immediately terminates, upon such cancellation of the Trip.

B) TRAVEL POSTPONEMENT

If the Trip is postponed due to any of the following occurring within 60 days (except item (c)) before the date of departure of the Trip:

- a) death or Serious Injury or Serious Sickness or compulsory quarantine of You or Your Relative or Travel Companion;
- b) unexpected Strike, Civil Unrest, Riot or Commotion beyond Your control at the planned destination;
- c) serious damage to Your permanent place of residence in the Philippines arising from Natural Disasters occurring within 1 week before the date of departure and which requires You to be present at the permanent place of residence on the date of departure; or
- d) witness summons or jury service.

We will pay, up to the limits specified in the Summary of Benefits under Section 11, for the resulting administrative charges to postpone the Trip:-

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

EXCLUSIONS

We will not pay for any loss or charges:

- 1) caused directly or indirectly by government regulations or control;

- 2) caused by cancellation by the Common Air Carrier or any other provider of the travel and/or accommodation;
- 3) that is covered by any other existing insurance scheme or government program;
- 4) which will be paid or refunded by a hotel, airline, travel agent or any other provider of travel and/or accommodation;
- 5) should this insurance be purchased within 7 days before the date of departure excluding the date of departure (with the exception of Your death or the death of Your Relative or Travel Companion caused by an Accident);
- 6) that results from a Strike, Civil Unrest, Riot or Commotion which was publicly known at the time you booked your Trip;
- 7) being airport taxes and administration fees included in the cost of your flights; and
- 8) being compensation for any air miles or holiday points You used to pay for the Trip in part or in full.

Once an Insured Person postpones the Trip and a claim is made for Travel Postponement under Section 11, the Policy immediately terminates, upon such postponement of the Trip.

Note: This Policy will only pay for a claim in respect of either Travel Cancellation or Travel Postponement under Section 11A or 11B for the same event but not both.

SECTION 12 - TRAVEL CURTAILMENT & TRAVEL INTERRUPTION

A) TRAVEL CURTAILMENT

This coverage is effective only if it is purchased before You become aware of any circumstances set out below which could lead to the disruption of Your Trip.

If You have to return directly to the Philippines from overseas:

- a) because You suffer Serious Injury or Serious Sickness and receive medical advice to do so;
- b) because the aircraft on which You are on board as a passenger is hijacked;
- c) due to the unexpected death or Injury or Sickness of Your Relative or Travel Companion;
- d) due to Natural Disasters which prevent You from continuing with Your scheduled Trip;
- e) due to unexpected Strike, Civil Unrest, Riot or Commotion beyond Your control at the planned destination; or
- f) due to quarantine upon medical advice.

We will pay, up to the limits specified in the Summary of Benefits under Section 12, for:-

- a) any additional air, land or sea travel (economy class fare whenever possible) or accommodation expenses incurred as a result; and
- b) any loss of travel and/or accommodation expenses paid in advance by or forfeited from You after the commencement of the Trip as a result of any of the above stated reasons.

B) TRAVEL INTERRUPTION

In the event of You or Your Relative being under Hospital Confinement whilst overseas for more than 5 days consecutively or where such Hospital Confinement is for less than 5 days, upon medical advice against travelling, thus resulting in You being unable to return to the Philippines in accordance with the scheduled Trip. We will pay, up to the limits specified in the Summary of Benefits under Section 12, for:-

- a) any additional air, land or sea travel (economy class fare whenever possible) or accommodation expenses incurred as a result; and
- b) any loss of travel and/or accommodation expenses paid in advance by or forfeited from You after the commencement of the Trip as a result of any of the above stated reasons.

Note: In no event will the total expenses for Travel Curtailment and Travel Interruption exceed the limit specified in the Summary of Benefits under Section 12.

SECTION 13 - PERSONAL BAGGAGE INCLUDING LAPTOP COMPUTER

We will pay You, up to the limit specified in the Summary of Benefits under Section 13, for loss of or damage sustained overseas to personal baggage taken or purchased due to circumstances beyond Your control at the planned destination including Natural Disasters. This includes compensation for Your clothing and personal effects which are stored in the personal baggage that is lost or which are worn or carried on You. All items must be owned by You or in Your custody or which is loaned or entrusted to You.

In the event any of Your article of personal baggage is proven to be beyond economical repair, a claim under this Policy will be treated as if the article had been lost.

We will not be liable for more than \$2,000, in respect of any one article or pair or set of articles. The limit of liability for a Laptop Computer is \$250 and only for one Laptop Computer for every policy. A pair or set of items is treated as one item (e.g. a pair of shoes, a camera and its standard accompanying lens and accessories).

We may, at Our sole discretion and option, make payment or reinstate or repair the damaged personal baggage, subject to due allowance for wear and tear and depreciation.

Depreciation may not be applied to electronic items that are purchased less than 1 year from the date of the incident if You can produce supporting documents (i.e. original receipts or original warranty cards) for claims.

The loss must be reported to the police or relevant authority such as hotel and airline management or other service provider having jurisdiction at the place of the loss within 24 hours of the incident. Any claim must be accompanied by written documentation from such authorities. You must take every possible step and reasonable precaution to ensure:-

- a) that Your baggage or personal effects are not left unattended in a Public Place; and
- b) the safety of all personal property and baggage.

Claims that result from You losing Your baggage or it being damaged while being held by an airline or service provider should be made to the airline or service provider first. Any payment under this Policy shall be made upon proof of compensation received from the airline or service provider or where such compensation is denied, proof of such denial.

EXCLUSIONS

We will not be liable for:

- 1) the following classes of property which are excluded from coverage: animals, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow skis, fruits, perishables and consumables, household effects, antiques, artifacts, paintings, objects of art, computers (including handheld computers, software and accessories with the exception of Laptop Computers as provided herein above), manuscripts, jewelry, gem stones, watches, contact or corneal lenses, securities, musical instruments, bridges for tooth or teeth, dentures;
- 2) loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process or while actually being worked upon resulting in such loss or damage;
- 3) loss or damage to hired or leased equipment and loss of or damage to property resulting directly or indirectly from insurrection, rebellion, revolution, civil war, usurped power, or action taken by Governmental Authorities in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any Government or Public Authority or risk of contraband or illegal transportation or trade;
- 4) loss or damage to property insured under any other insurance policy, or reimbursed by any other carrier, hotel or any other party;
- 5) loss or damage to Your baggage sent in advanced, mailed or shipped separately;
- 6) loss or damage to Your baggage left unattended in any Public Place;
- 7) loss or damage resulting from Your failure to take due care and precaution for the safeguard and security of such property;
- 8) loss of or damage resulting from Your willful act, omission, negligence or carelessness;
- 9) loss of or damage arising from confiscation or retention by customs or other officials;
- 10) loss or damage of business goods or samples or equipment of any kind;
- 11) loss of or damage to data recorded on tapes, cards, discs or otherwise;
- 12) loss of or damage to cash and bank notes, cash card, Ez Link Card, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities of any kind, loss of credit cards or replacement of credit cards, Identity Cards (IC) and driving licenses, travel documents except as provided for in Section 13;
- 13) loss of damage or derangement or breakage of fragile or brittle articles; and
- 14) loss or damage resulting from mysterious disappearance of such property.

Note: This Policy will only pay for any claim under any one of Sections 13, 15, or 19A for the same event but not for more than one of the Sections.

SECTION 14 - TRAVEL DELAY/FLIGHT DELAY

In the event that the Public Transport in which You had arranged to travel in overseas and in the Philippines is delayed for at least 6 consecutive hours from the departure date as specified in the itinerary supplied to You due to Strike or industrial action, adverse weather condition, mechanical breakdown/derangement and structural defect of the Public Transport, We will pay \$50 for every full six (6) consecutive hours of delay up to a maximum stated on the Summary of Benefits during the Policy period.

EXCLUSIONS

We will not pay for any delay:

- 1) arising from Your failure to check in as according to the itinerary supplied to You, or if You fail to obtain written confirmation from the carriers or their handling agents of the number of hours delayed and the reason for such delay; and

2) arising from Strike or industrial action existing on the date this insurance was purchased.

SECTION 15 - BAGGAGE DELAY

If the checked-in baggage accompanying You has been delayed, misdirected or temporarily misplaced by the carrier, We will pay \$75 for every full 8 consecutive hours of delay after Your arrival at the baggage pick-up point in the scheduled destination overseas up to a maximum of \$375 during the Policy period. If such luggage is delayed, misdirected or temporarily misplaced by the carrier after Your arrival at the baggage pick-up point in the Philippines, We will only pay a maximum sum of \$375 provided a minimum period of 8 hours of delay has lapsed. For the avoidance of doubt, the amount of \$375 stated under this Section is based on each claim and not on each piece of baggage.

Note: This Policy will only pay for any claim under any one of the Sections 13, 15, or 19A for the same event but not for more than one of the Sections.

SECTION 16 – LOSS OF TRAVEL DOCUMENTS

We will pay You up to the limit specified in the Summary of Benefits under Section 16 for the cost of obtaining whilst overseas replacement passports, travel tickets and visa, if any, which have been lost as well as additional travel expenses and hotel accommodation incurred whilst overseas to replace such lost travel documents. Such loss must be due to robbery, burglary, theft or Natural Disasters whilst overseas. Where replacement passports which have been lost whilst overseas are to be obtained upon Your return to the Philippines, We will pay You up to the limit specified in the Summary of Benefits under Section 16 only for the cost of obtaining such passports excluding any transport or other incidental costs incurred in the Philippines.

SECTION 17- PERSONAL MONEY

If You experience a loss of cash, travellers' cheques or banknotes, due to robbery, burglary, theft, or Natural Disasters and which were in Your care, custody or control during a Trip, We will pay for the actual loss up to \$500, provided that such loss is reported to the police or relevant authority having jurisdiction at the place of the loss no later than 24 hours after the incident. Any claim must be accompanied by written documentation from the police or such other authorities.

EXCLUSIONS

We will not pay for any shortage due to exchange rate or depreciation in value and for loss of travellers' cheques not immediately reported to the local branch or agent of the issuing authority.

SECTION 18 - PERSONAL LIABILITY ABROAD

We will indemnify You, up to the limit specified in the Summary of Benefits under Section 18, for legal liability to a third party arising during the Trip as a result of:

- a) death or Injury to any third party; and
- b) Accidental loss of or damage to property of any third party.

EXCLUSIONS

We will not pay for liability arising directly or indirectly from, in respect of, or due to:

- 1) employer's liability, contractual liability or liability to a member of Your family;
- 2) acts of animals or property belonging to You, or in Your care, custody or control;
- 3) any willful, malicious or unlawful act;
- 4) pursuit of trade, business or profession;
- 5) ownership or occupation of land or buildings (other than occupation only of any temporary residence);
- 6) ownership, possession or use of vehicles, aircraft or water craft;
- 7) legal costs resulting from any criminal proceedings;
- 8) Your participation in any motor rallies;
- 9) judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Philippines; and
- 10) punitive, aggravated or exemplary damages.

SECTION 19 - GOLF ADVANTAGE

A) DAMAGE OR LOSS OF GOLFING EQUIPMENT

We will pay You, up to \$600 in accordance with the Summary of Benefits under Section 19A, for loss of or damage sustained during the Trip to Golfing Equipment taken or purchased provided such event occurs in a Public Place and due to circumstances beyond Your control. The Golfing Equipment must be owned by You or in Your custody or which is loaned or entrusted to You.

If as a result of any damage, the Golfing Equipment is proven to be beyond economical repair, We will treat a claim

under this Policy as if the article had been lost.

We will not be liable for more than the limit stated in the Summary of Benefits under Section 19A, in respect of any one article or pair or set of articles.

We may, at Our sole discretion and option, make payment or reinstate or repair the Golfing Equipment, subject to due allowance for wear and tear and depreciation.

The loss must be reported to the police or relevant authority such as hotel and airline management or other service provider having jurisdiction at the place of the loss within 24 hours of the incident. Any claim must be accompanied by written documentation from such authorities.

You must take every possible step to ensure that Your Golfing Equipment is not left unattended in a Public Place and is safe at all times.

Claims that result from You losing Your Golfing Equipment or it being damaged while being held by an airline or service provider should be made to the airline or service provider first. Any payment under this Policy shall be made upon proof of compensation received from the airline or service provider or where such compensation is denied, proof of such denial.

Note: This Policy will only pay for any claim under any one of the Sections 13, 15, or 19A for the same event but not for more than one of the Sections.

B) HOLE-IN-ONE

If You complete a hole-in-one in an organized event at any 18-hole golf course during a Trip, We will pay up to \$200 to cover the cost of one round of celebratory drinks.

You must provide Us with written confirmation from the Golf Club Professional that the hole-in-one was achieved and the receipts for the cost of celebratory drinks on the date of accomplishment at the golf club.

EXCLUSIONS

In respect of Sections 19A and 19B above, We will not be liable for:

- 1) loss of or damage to golf balls and clubs whilst actually in the course of play or practice;
- 2) loss of or damage due to wear and tear or damage due to any process of repair or while being worked upon resulting there from;
- 3) loss of or damage resulting from Your willful act, omission, negligence or carelessness;
- 4) loss of or damage arising from confiscation or retention by customs or other officials; and
- 5) loss or damage covered by any other policy or reimbursed by any other party.

SECTION 20 - COVER IN THE EVENT OF TERRORISM

We will pay You whilst overseas the applicable benefits stated in the Summary of Benefits table for losses arising directly from an Act of Terrorism during the Trip, subject to the respective limits under each Section and the terms and exclusions of the Policy.

EXCLUSIONS

We will not pay for any losses directly or indirectly suffered, contributed or attributed to or caused by from or in any connection with any act of nuclear, chemical or biological events.

SECTION 21- HOME GUARD

We will, at Our sole discretion and option, either indemnify You or reinstate or repair, up to the limit specified in the Summary of Benefits under Section 21 against physical loss or damage to the Household Contents, Jewelry, stamp, coin and/or medal collections, works of art stored within Your permanent place of residence in the Philippines that was left vacant for the full duration of the Trip and which loss or damage was caused by fire during the period of insurance but which occurred only after You have actually departed from the Philippines for the Trip.

EXCLUSIONS

We will not be liable for:

- 1) wear, tear, depreciation, the process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause;
- 2) any loss or damage occasioned through Your willful act or omission or with Your connivance;
- 3) loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation,

requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities;

- 4) electrical or mechanical breakdown;
- 5) consequential loss or damage of any kind;
- 6) business or professional use in respect of photographic and sports equipment and accessories and musical instruments;
- 7) motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto; and
- 8) loss or damage insured under any other insurance policy, or reimbursed by any other party.

SECTION 22 - RENTAL VEHICLE EXCESS

We will reimburse You up to the limit specified in the Summary of Benefits under Section 22 for any excess or deductible which You become legally liable to pay in respect of loss or damage caused by an Accident to the rental vehicle during a Trip. You must be either a named driver or co-driver of the rental vehicle.

We will only be liable under this Section if the following conditions are satisfied:-

- a) the rental vehicle must be rented from a licensed rental agency;
- b) as part of the hiring arrangement, You must take up all comprehensive motor insurance against loss or damage to the rental vehicle during the rental period; and
- c) You must comply with all requirements of the rental organization under the hiring agreement and of the insurer under such insurance, as well as the laws, rules and regulations of the country.

EXCLUSIONS

We will not be liable for:

- 1) loss or damage arising from operation of the rental vehicle in violation of the terms of the rental agreement or loss or damage which occurs beyond the limits of any public roads or in the violation of laws, rules and regulations of the country; and
- 2) loss or damage arising from wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage.

PART III - GENERAL EXCLUSIONS

(A) THIS POLICY WILL NOT COVER ANY LOSS, INJURY, DAMAGE OR LEGAL LIABILITY ARISING DIRECTLY OR INDIRECTLY FROM:

- 1) Any Injury, Sickness or disease resulting directly or indirectly from or due to, or accelerated by:
 - a) the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination;
 - b) the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - c) the release of pathogenic or poisonous biological or chemical materials;
- 2) Your illegal or unlawful intentional act or confiscation, detention, destruction by customs or other authorities or any breach of government regulation or any failure by You to take reasonable precautions to avoid a claim under the Policy following the warning of any intended Strike, Civil Unrest, Riot or Commotion through or by general mass media;
- 3) Any prohibition or regulations by any government;
- 4) Your not taking all reasonable efforts to safeguard Your property or to avoid Injury or to avoid and/or minimize any claim under the Policy;
- 5) Riding or driving in any kind of race, participating in any professional sports or in any sport in which You would or could earn or receive remuneration, donation, sponsorship, award or certificate of any kind and travelling as an operator or crew member in, or carrying out any testing or repairs on, a private aircraft or a Common Air Carrier;
- 6) Suicide or attempted suicide or intentional self-inflicted injury, while sane or insane, intoxication, or use of non-prescription drugs or medications;
- 7) Any Pre-existing Medical Conditions;
- 8) Pregnancy or childbirth, and or any injury or sickness associated with pregnancy or childbirth (except for coverage under Section 4);
- 9) Sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;

- 10) Mental and nervous or sleep disorders, including but not limited to insanity or any diagnosed psychological or psychiatric disorder, anxiety or depression;
- 11) Your engaging in naval, military, air force service or operations, or testing of any kind of conveyance, being employed as a Manual Worker during the Trip, being engaged in offshore or in mining, aerial photography or handling of explosives or ammunition, firearms or flight duty (except as a passenger);
- 12) You acting as a law enforcement officer, emergency medical or fire service personnel, civil defense or military personnel of any country or international authority, whether in full-time service or as a volunteer or for reservist training;
- 13) Mysterious disappearance;
- 14) When You are not fit to travel or are travelling against the advice of a Medical Practitioner;
- 15) When the purpose of the Trip is to obtain medical care or treatment of any kind;
- 16) Medical services or treatments referred to Travel Guard which in the opinion of both the Medical Practitioner in attendance and Travel Guard can wait until You return to the Philippines;
- 17) Any claim that results from the tour operator, airline or any other company, firm or person willfully refusing to carry out any part of their obligation to You;
- 18) Any indirect losses which are not covered by the terms and conditions of this Policy;
- 19) The costs of any lost or damaged item which is covered by any other insurance Policy; and
- 20) Travel in, to or through Afghanistan, Burma, Cuba, Democratic Republic of Congo, Iran, Iraq, Liberia, Libya, Sudan or Syria.

(B) THIS POLICY WILL NOT COVER ANY LOSS, INJURY, DAMAGE, OR LEGAL LIABILITY SUFFERED OR SUSTAINED DIRECTLY OR INDIRECTLY BY YOU IF YOU ARE:

- 1) a terrorist;
- 2) a member of a terrorist organization;
- 3) a narcotics trafficker; or
- 4) a purveyor of nuclear, chemical or biological weapons.

PART IV - GENERAL CONDITIONS

- 1) **FITNESS FOR TRAVEL:** At the time of effecting this insurance You must be medically fit to travel and not be aware of any circumstances which could lead to cancellation, disruption of the Trip or to any other claim under this Policy, otherwise no claim will be payable.
- 2) **AWARENESS OF CIRCUMSTANCES:** At the time of effecting this insurance You must not be aware of any circumstances, facts or risks related to Your place of destination which are known or ought to be known by You and which may give rise to a claim under this Policy. In such a case, no claim will be payable.
- 3) **PURCHASE OF TRAVEL INSURANCE:** You must purchase the insurance before departing the Philippines.
- 4) **DUPLICATION OF COVER:** In the event You are covered under more than one travel insurance policy with the exception of corporate travel insurance, underwritten by Us for the same Trip, We will consider You insured only under the policy which provides the highest benefit level.
- 5) **EXTENSION OF POLICY:** The Policy may be extended before the expiry of the Policy. However, if by circumstances beyond Your control, You are unable to contact Travel Guard to notify Us that the Trip is extended beyond the period stated in the Policy and to request an extension of the Policy, We will extend the period of insurance without charge for 72 hours.
- 6) **COUNTRY OF ORIGIN/HOME COUNTRY COVERAGE:** If You travel back to Your Country of Origin/Home Country for a continuous period of more than 30 days, coverage under Section 1 of this Policy is limited to 20% of the limit specified in the Summary of Benefits under that Section notwithstanding any other provisions of this Policy.

- 7) **CURRENCY:** All amounts shown are in US Dollars.
- 8) **DETERMINATION OF AGE:** In any claim, Your age will be determined as at the date of the Injury or Sickness with reference to the birth date.
- 9) **AGE LIMIT:** Individuals 2 to 70 years old (inclusive) are entitled to 100% of all benefits. Free coverage is extended for the accompanying infant 0 to 2 years old (exclusive), coverage is limited to 10% of Personal Accident benefit while other benefits remain the same.
- 10) **COMPLIANCE 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 You and the truth of the statements and answers in any proposal and/or application and of evidence required from You in connection with this insurance shall be conditions precedent to any of Our liability to make any payment under this Policy.
- 11) **LENGTH OF TRIP:** In no event will a Policy exceed 180 consecutive days for any one covered Trip.
- 12) **NOTICE OF LOSS:** In case of hospitalization or medical emergency, You, a person traveling with You, or Your treating medical authority or institution must contact Us 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 Your name and policy number.
- 13) **NOTIFY AUTHORITIES:** If the property insured under Sections 13, 15, or 19A of this Policy is lost or damaged, You will take all reasonable measures to protect, save, and recover it, and will also promptly notify the police, hotel, transportation company or transportation terminal authorities. You must also get a property irregularity report (PIR) and any other official written report from the airline or transport company or other service provider or a report from the police or any relevant authority as the case may be. If You fail to notify the airline or transport company or other service provider within 24 hours of the event or the police (and hotel management company if this applies) within 24 hours of the event, We reserve the right not to pay Your claim.
- 14) **SUBROGATION OR CLAIM AGAINST THOSE LIABLE FOR THE CLAIM:** To the extent that we pay for a loss suffered by You, We take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help Us preserve the rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You must sign an appropriate subrogation form supplied by Us.
- 15) **TRADE EMBARGO:** The Insurer will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Insurer, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.
- 16) **FORMS FOR PROOF OF LOSS:** Upon receipt of a notice of claim, We will furnish You with such claim forms as are usually furnished by Us for filing proof of loss. You must return such claim forms with full particulars within 15 days after the receipt of such claim forms. You will also at the same time when returning the completed claim form within the said 15 days provide Us written proof of the occurrence, the circumstances and the extent of the loss for which the claim is made. You will also at any time at Our request submit whatever documents required by Us in support of the claim as soon as possible and in any event within 60 days after the receipt of notice of such requirement. Any reimbursement of the Medical Expenses or claim arising from Injury or Sickness suffered under this Policy shall only be upon production of a medical certificate, report or note from the treating Medical Practitioner or Hospital detailing the Injury or Sickness You suffered for which treatment was given or with reasons for quarantine and any bills You have paid.
- 17) **MEDICAL EXAMINATION AND TREATMENT:** You will at Your expense furnish Us with all such certificates, information and evidence as We may require. You will also, whenever reasonably required to do so, arrange to submit to medical examination by Medical Practitioners appointed by Us. In the event of Your death, where it is not forbidden by law, We will be entitled to have a post-mortem examination at Our own expense, and notice will, where practicable, be given to Us before internment or cremation, stating the name and place of any inquest appointed. In the event of any conflict of opinion between Our Medical Practitioner and Your Medical Practitioner, the opinion of Our Medical Practitioner will prevail and be binding on You or Your estate as the case may be.
- 18) **CONTROLLING LAW:** Any interpretation of this Policy relating to its construction, validity or operation shall be determined by the laws of the Republic of the Philippines.

- 19) **LEGAL ACTIONS:** No action at law or in equity shall be brought 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 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. If a claim be made and rejected and an action or suit be not commenced either in the Insurance Commission or any court of competent jurisdiction within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder. Any action or suit arising from this Policy shall be brought before the proper courts.
- 20) **ARBITRATION:** In the event of any controversy or claim arising out of or relating to this contract, or a breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the Insurance Commission or any recognized mediation institution under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.”
- 21) **TO WHOM INDEMNITIES PAYABLE:** Indemnity for Your loss of life is payable to Your legal heir(s). All other indemnities of this Policy are payable to You, except under Sections 5. Under Section 1, in the event funds for emergency medical treatment are guaranteed to the provider of healthcare by Travel Guard or their authorized representative, indemnities will be payable directly to the provider of healthcare. Indemnity for expenses under Sections 1 which You incur directly will be payable to You. Under Sections 4 and 5, the benefits will be paid directly to the provider of service as indicated in each section. Any reimbursements or indemnities under this Policy shall be made in accordance with the prevailing laws, rules and regulations of the Philippines.
- 22) **RULE OF REFUND:** A person insured is entitled to a return of premium, as follows:
“(a) To the whole premium if no part of his interest in the thing insured be exposed to any of the perils insured against;
“(b) Where the insurance is made for a definite period of time and the insured surrenders his policy, to such portion of the premium as corresponds with the unexpired time, at a pro rata rate, unless a short period rate has been agreed upon and appears on the face of the policy, after deducting from the whole premium any claim for loss or damage under the policy which has previously accrued: Provided, That no holder of a life insurance policy may avail himself of the privileges of this paragraph without sufficient cause as otherwise provided by law.
- 23) **CANCELLATION:** We may cancel this Policy at any time by written notice delivered to You or mailed to Your last address shown in Our records stating when such cancellation will be effective. In the event of such cancellation, We will return promptly the pro rata unearned portion of any premium actually paid by You. Such cancellation will be without prejudice to any claim originating prior thereto.
- 24) **ONE-WAY TRIP:** This Policy also covers a one-way Trip provided You have purchased the Policy in the Philippines, and the original point of departure is the Philippines. Transits at other countries are allowed provided You are confined to the transit area of the airports in these countries. Cover commences 3 hours (under Section 9) before You leave the Philippines and ceases on whichever of the following occurs first:
a) the expiry of the period specified in the insurance; or
b) within 3 hours of the time of arrival at Your overseas permanent residence or hotel.
- 25) **ENTIRE CONTRACT:** The Policy, Schedule, Endorsements, Application Form, Declaration and attached papers together with other statement in writing will be read together as one contract. Any word or expression to which a specific meaning has been ascribed in any part of the Schedule attached will bear specific meaning wherever it may appear. In the event of a conflict, the terms, conditions or provisions of the Schedule attached will prevail. No statement made by the applicant for insurance not included herein will void the insurance cover or be used in any legal proceedings hereunder. No agent has the authority to change or waive any provisions of the Policy. No change of provisions will be valid unless approved by an executive officer of We and such approval be endorsed hereon.
- 26) **REINSTATEMENT OF POLICY:** If You default in paying the agreed premium for this Policy, the subsequent acceptance of a premium by Us will reinstate this Policy, but only to cover Injury or Sickness sustained after the acceptance of premium
- 27) **INTEREST:** No indemnity from Us will carry any interest.
- 28) **ASSIGNMENT:** No assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof is filed with Us. We do not assume any responsibility for the validity of an assignment. No

change of Beneficiary under this Policy shall bind Us unless consent thereto is formally endorsed hereon by Our executive officer. No provision of Our charter, constitution or by-laws shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

29) **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT:** A person who is not a party to this Policy contract will have no right under the Contracts (Rights of Third Parties) Act and to enforce any of its terms.

30) PAYMENT BEFORE COVER WARRANTY:

Notwithstanding anything contained in this Policy but subject to sub-clause below:

- a. You agree and declare that the total premium due must be paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective Date of the coverage under the Policy; and
- b. In the event that the total premium due is not paid and actually received in full by Us (or the intermediary through whom this Policy was effected) on or before the Effective date, then the Policy will be deemed to be cancelled immediately and no benefits whatsoever will be payable by Us as cover never attached on the Policy or renewal. Any payment received thereafter will be of no effect on the cancellation of the Policy.

31) **DATA USE:** Any information collected or held by Us whether contained in Your application or otherwise obtained may be used and disclosed to Our associated individuals/companies or any independent third parties (within or outside Singapore) for any matters relating to Your application, any policy issued and to provide advice or information concerning products and services which We believe may be of interest to You and to communicate with You for any purpose.

32) **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.

IN WITNESS WHEREOF, the AIG 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 VAT



President & CEO

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

For Customer concerns, you may contact the following:

AIG PHILIPPINES INSURANCE, INC.

30/f Philam Life Tower

8767 Paseo de Roxas St.

1226 Makati City

www.aig.com

For Inquiries: siainsurance.ph@aig.com

For Complaints: wecare.ph@aig.com

Telephone No.: +632 8 878-5400 | +632 8 815-3000

Travel Guard Asia Pacific Call Collect +632 8 878-1290