

# TRAVELEAD TRAVEL INSURANCE

## INDIVIDUAL DOMESTIC TRAVEL INSURANCE

Policy Number >>>

In consideration for the payment of premium by the Policyholder and subject to the terms and conditions of this Policy, Starr International Insurance Philippines Branch agrees with the Policyholder to insure the eligible Insured Persons in the manner and to the extent provided in this Policy in relation to an Insured Journey that commenced and occurred during the Period of Insurance subject to the terms and conditions of this Policy and promises to pay indemnity for loss to the extent provided herein.

The Policy Schedule, travel insurance terms and conditions and Endorsements (if any) shall constitute the entire contract of insurance (hereinafter called the Policy).

Coverage under the Policy shall commence when the Insured Person leaves his/her Usual Place of Residence for the purpose of starting the Trip on the scheduled departure indicated in the travel ticket or the effective date of the insurance coverage as specified in the Policy Schedule, whichever is later and ceases on whichever of the following occurs first:

- (a) The expiry date of the insurance coverage as specified in the Policy Schedule;
- (b) Upon actual arrival of the Insured Person in his/her Usual Place of Residence.

For Trip Cancellation in Section 9, coverage takes effect upon approval of application and receipt of premium payment.

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### PART I – DESCRIPTION OF COVERAGE

#### SECTION 1 – ACCIDENTAL DEATH AND DISABLEMENT

If during the Period of Insurance, the Insured Person sustains an Injury in the course of an Insured Journey which shall, within twelve (12) months from the date of Accident, result in death or disablement as listed under the following Compensation Table 1, We shall pay based on the Percentage of Sum Insured stated under the following Compensation Table 1 and in accordance with the To Whom Indemnities Payable clause under Part VII – General Conditions of this Policy.

#### EXPOSURE

If during the Period of Insurance, by reason of any Accident, the Insured Person is unavoidably exposed to the Elements in the course of an Insured Journey and as a direct and unavoidable result of such exposure sustain death or disablement within twelve (12) months from the date of Accident, We shall pay based on the Percentage of Sum Insured stated under the following Compensation Table 1 and in accordance with the To Whom Indemnities Payable clause under Part VII – General Conditions of this Policy.

#### DISAPPEARANCE

If during the Period of Insurance, the body of the Insured Person has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of an aircraft or other conveyance either on ground or at sea in which the Insured Person was travelling in the course of an Insured Journey, it will be presumed that the Insured Person suffered death resulting from an Accident. In such circumstances, We shall pay based on the Percentage of Sum Insured of Event 1 stated in the following Compensation Table 1 and in accordance with the To Whom Indemnities Payable clause under Part VII – General Conditions of this Policy, subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's beneficiary that any such payment shall be refunded to Us if it is later discovered that the Insured Person did not suffer death as a result of the Accident.

**COMPENSATION TABLE 1**

Events	Compensation (Percentage of Sum Insured)	
	Right Hand	Left Hand
1. Death	100%	
2. Permanent Total Disablement	100%	
3. Loss of or the Permanent Loss of Use of one or more Limbs	100%	
4. Permanent Loss of Sight of both eyes	100%	
5. Permanent Loss of Sight of one eye	100%	
6. Permanent Loss of Speech and Loss of Hearing	100%	
7. Permanent and incurable insanity	100%	
8. Permanent Loss of Hearing in:		
(a) both ears	75%	
(b) one ear	15%	
9. Permanent Loss of Speech	50%	
10. Permanent Loss of the lens of one eye	50%	
11. Loss of or the Permanent Loss of Use of four Fingers and Thumb	70%	50%
12. Loss of or the Permanent Loss of Use of four Fingers	40%	30%
13. Loss of or the Permanent Loss of Use of one Thumb		
(a) both joints	30%	20%
(b) one joint	15%	10%
14. Loss of or the Permanent Loss of Use of Fingers		
(a) three joints	10%	7.5%
(b) two joints	7.5%	5%
(c) one joint	5%	2%
15. Loss of or the Permanent Loss of Use of Toes		
(a) all – one foot	15%	
(b) great toe - both joints	5%	
(c) great toe – one joint	3%	
(d) any toe other than great toe – both joints	2%	
(e) any toe other than great toe – one joint	1%	
16. Fractured Leg or Patella with Established Non-Union	10%	
17. Shortening of leg by at least five centimeters (5 cm)	7.5%	
18. For Permanent disablement not falling under Events 8 to 17 above, We shall in Our absolute discretion pay the Insured Person a benefit which shall be calculated by assessing the degree of disablement relative to the above Percentage of Sum Insured.		

### PROVISIONS FOR SECTION 1

- Benefits shall not be payable for more than one Event stated in Compensation Table 1 in respect of the same Accident. Should more than one Event occur from the same Accident, We shall only be liable for the Event with the greater Percentage of Sum Insured.
- In the event the accumulation of total paid-up benefits with respect to one or more Events stated in Compensation Table 1 of the same Insured Person is below one hundred percent (100%) of the Sum Insured, We thereafter shall only be liable for the remaining balance payable up to one hundred percent (100%) of the Sum Insured.
- The Insured Person's coverage shall be terminated upon occurrence of any loss for which benefit is payable under any one of the above Events 1 to 7 stated in Compensation Table 1.
- When a limb which had been partially disabled prior to sustaining an Injury covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of Sum Insured payable shall be determined by Us with regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the Loss of or the Permanent Loss of Use of a Limb which was totally disabled prior to the Injury.
- If the Insured Person is left-handed and has specifically mentioned this on the application, the Percentage of Sum Insured set out above from Events 11 to 14 inclusive for the various disabilities of right and left hand shall be transposed.
- If the Insured Person is between six (6) months to seventeen (17) years of age at the time of Accident, the maximum Sum Insured for Accidental Death and Disablement shall be restricted to twenty-five percent (25%) of the Sum Insured.

### SECTION 2 – BURNS BENEFIT

If during the Period of Insurance an Insured Person sustains an Injury in the course of an Insured Journey and is diagnosed by a Qualified Medical Practitioner to have suffered a Burn Event listed under the following Compensation Table 2, We shall pay the Insured Person a benefit in accordance with the Percentage of Sum Insured for the Burn Event stated in Compensation Table 2.

**COMPENSATION TABLE 2**

Burn Event	Compensation (Percentage of Sum Insured)
<b>Second Degree or Third Degree Burns</b>	
On 45% or more of body surface	100%
On 27% or more of body surface	60%
On 18% or more of body surface	50%
On 9% or more of body surface	30%
On 4.5% or more of body surface	20%

### PROVISIONS FOR SECTION 2

Benefits shall not be payable for more than one of the above Burn Events in respect of the same Accident. Should more than one of the above Burn Events occur from the same Accident, We shall only be liable for the Burn Event with the greater Percentage of Sum Insured.

### SECTION 3 – MEDICAL EXPENSES

If during the Period of Insurance the Insured Person sustains Injury or suffers from Sickness in the course of an Insured Journey which directly results in the necessity of medical treatment within the Philippines, We shall reimburse the Insured Person with respect to the reasonable and customary costs paid to a Qualified Medical Practitioner, nurse, Hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies, ambulance hire, prescribed medicines and therapeutic services.

### FOLLOW-UP MEDICAL TREATMENT EXTENSION

This Policy extends to cover any follow-up medical expenses incurred, subject to the maximum Sum Insured as stated in the Policy Schedule, within thirty (30) consecutive days after the Insured Person's return to his/her Usual Place of Residence provided that the first treatment must be sought during an Insured Journey, for which this Policy was issued. Any necessity of Confinement must be arranged within twelve (12) hours after return to the Insured Person's Usual Place of Residence and must be a continuation of the medical attention sought during the Insured Journey. The maximum indemnity of this follow-up medical treatment is equivalent to ten percent (10%) of the Sum Insured of Medical Expenses stated in the Policy Schedule.

### HOSPITAL CASH

If during the Period of Insurance an Insured Person sustains Injury or suffers from Sickness in the course of an Insured Journey which directly results in the necessity of a Confinement in a Hospital, We shall indemnify the Insured Person a daily cash benefit for each day of Confinement subject to the maximum Sum Insured stated in the Policy Schedule.

One day of Confinement shall mean the Hospital charges for room and board for the treatment of Injury or Sickness, and successive periods of Confinement due to the same or related causes. The same shall be considered as one Accident or Sickness unless separated by at least ninety (90) consecutive days during which the Insured Person is not Confined to a Hospital as a result of such Accident or Sickness.

### PROVISIONS FOR SECTION 3

In no event shall all the reimbursed medical expenses under this section (including Follow-Up Medical Treatment and Hospital Cash Benefit) exceed the Sum Insured of Medical Expenses stated in the Policy Schedule for any one Accident or Sickness. If the Insured Person is entitled to a refund of all or part of such expenses (except Hospital Cash) from any other source, We shall only be liable for the excess of the amount recoverable from such other source.

### SECTION 4 – STARR EMERGENCY ASSISTANCE SERVICES

We have appointed an emergency assistance provider, Starr Emergency Assistance, to provide and arrange emergency assistance services twenty-four (24) hours a day throughout the year while the Insured Person is travelling on an Insured Journey.

We shall not be liable to the Insured Person and/or the Policyholder (whether in contract, tort (including negligence) breach of statutory duty or otherwise) arising out of or in connection with the acts or omissions of Starr Emergency Assistance arising out of or in connection with the subject matter of this Policy.

#### (a) ROUND-THE-CLOCK HOTLINE SERVICE

The Insured Person may contact Our dedicated 24-hour hotline number at (+632 8689 6641) to obtain immediate access to available services and/or advice, as specified on the Policy Schedule.

#### (b) HOSPITAL ADMISSION GUARANTEE

If during the Period of Insurance an Insured Person sustains Injury or suffers from Sickness which results in the necessity of hospitalization in the course of an Insured Journey, Starr Emergency Assistance shall arrange a hospital admission deposit subject to the maximum Sum Insured as stated in the Schedule.

#### (c) EMERGENCY MEDICAL EVACUATION AND REPATRIATION

##### (i) Emergency Medical Evacuation

If during the Period of Insurance an Insured Person sustains Serious Injury or suffers from Serious Sickness which directly causes or results in the necessity of emergency medical evacuation in the course of an Insured Journey, Starr Emergency Assistance shall arrange and pay for a medically supervised emergency evacuation of the Insured Person to the nearest available Hospital that is appropriately equipped based on the medical severity of the Insured Person's Injury or Sickness based on the Policy Schedule.

##### (ii) Emergency Medical Repatriation

In the event that the Insured Person's condition stabilizes, Starr Emergency Assistance shall arrange and pay for a medically supervised repatriation to the Insured Person's Usual Place of Residence in the Philippines for continuous care and proper treatment as determined by Us and the attending Qualified Medical Practitioner, having regard to all the assessed facts and circumstances to which Starr Emergency Assistance is aware at the relevant time.

#### (d) COMPASSIONATE VISIT

##### (i) Hospitalization of Insured Person

If during the Period of Insurance an Insured Person sustains Injury or suffers from Sickness which results in the necessity of hospitalization within the Philippines; and, immediate medical evacuation is not medically possible for at least seven (7) consecutive days in the course of an Insured Journey; and, no adult Immediate Family Member or Relative is with the Insured Person, Starr Emergency Assistance will arrange and pay for the cost of a round-trip economy class air ticket and/or other reasonable transportation means from the Usual Place of Residence to the Hospital where the Insured Person is being treated for one of the Insured Person's Immediate Family Member or Relative to accompany the Insured Person. We shall also reimburse the Insured Person's Immediate Family Member or Relative associated hotel accommodation expenses, excluding the costs of drinks, meals and other hotel expenses, subject to the maximum Sum Insured as stated in the Policy Schedule.

##### (ii) Death of Insured Person

If during the Period of Insurance an Insured Person sustains Injury or suffers from Sickness which results in death, in the course of an Insured Journey, Starr Emergency Assistance will arrange and pay for a round-trip economy class air ticket and/or other reasonable transportation means from the Usual Place of Residence to the place where the Insured Person's remain should be claimed for one Immediate Family Member for handling the necessary funeral arrangement procedures. We shall also reimburse the Immediate Family Member for his/her associated hotel accommodation expenses, excluding the costs of drinks, meals and other hotel expenses, subject to the maximum Sum Insured as stated in the Policy Schedule.

In no event shall the reimbursed expenses under this section exceed the relevant Sums Insured of Compassionate Visit as stated in the Policy Schedule.



**(e) RETURN OF CHILD(REN)**

If during the Period of Insurance an Insured Person sustains Injury or suffers from Sickness in the course of an Insured Journey which results in the necessity of hospitalization in the Philippines, leaving his/her Child(ren) traveling with the Insured Person unattended, Starr Emergency Assistance will arrange and pay for a round-trip economy class air ticket(s) and/or other reasonable transportation means for the escort to accompany the Child(ren) back to the Insured Person's Usual Place of Residence within the first forty-eight (48) hours after confinement of the Insured Person, if necessary.

**(f) REPATRIATION OF MORTAL REMAINS**

If during the Period of Insurance an Insured Person sustains Injury or suffers from Sickness which results in death in the course of an Insured Journey, Starr Emergency Assistance will pay for the repatriation of the remains or ashes of the Insured Person to his/her Usual Place of Residence. In addition, We shall reimburse the 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 or cremation if so elected and as stated in the Policy Schedule.

**PROVISIONS FOR SECTION 4**

- (a) Any service rendered without the authorization and/or intervention of Starr Emergency Assistance is not covered.
- (b) Any service rendered by another party apart from Starr Emergency Assistance is not covered.
- (c) The services rendered by Starr Emergency Assistance is applicable to selected Plans only. Insured Person's covered under the Single-Trip Domestic Economy Plan will be required to bear any and all cost and service fees associated with and charged by Starr Emergency Assistance Services and any cost which may be covered by this Policy will be entitled to reimbursement up to the maximum indemnity payable subject to the Sum Insured as stated in the Policy Schedule.

**SECTION 5 – PERSONAL BAGGAGE**

If during the Period of Insurance an Insured Person sustains accidental loss of or damage to his/her personal baggage being carried in the course of an Insured Journey, We shall indemnify the Insured Person for such loss or damage subject to the maximum Sum Insured stated in the Policy Schedule.

**PROVISIONS FOR SECTION 5**

- (a) Loss of or damage to any personal baggage due to moth, vermin, wear and tear, atmospheric or climatic conditions, gradual deterioration, mechanical or electrical failure, any process of cleaning, restoring, repairing, alteration, confiscation or detention by customs or any other authority are not covered.
- (b) Personal baggage items that are secured, destroyed, damaged, quarantined or confiscated by any customs or other regulations or any property which is contraband or which is or has been illegally transported or traded is not covered.
- (c) Loss of or damage to any software, antiques, jewelries, timepiece, artificial teeth or limbs, money, securities, tickets or documents, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow skis, contact lens, denture, prosthesis, brittle or fragile items, portable telecommunication equipment and handheld computer, food, photographic and telescopic lenses and camera is not covered.
- (d) Loss or damage to hired or leased equipment or any personal baggage forwarded in advance of a Insured Journey or separately mailed or shipped other than in the same Common Carrier carrying the Insured Person at the same time is not covered.
- (e) An Insured Person shall take all reasonable and necessary precautions for the safety of all of his/her personal baggage and any unexplained loss or damage to any personal baggage which was left unattended in any Common Carrier or public place is not covered.
- (f) An Insured Person must report to the police or any competent authority having jurisdiction at the place where the theft, robbery, loss or willful damage by a third party of the personal baggage occurs, or report to the Common Carrier Operator if the loss or damage occurred in transit, within twenty-four (24) hours of the occurrence. All supporting documentation from the Common Carrier Operator, the police or competent authority having jurisdiction at the place where the theft, loss or willful damage by a third party of the personal baggage occurred must be submitted when the Insured Person makes a claim.
- (g) We shall be entitled to take and keep possession of the lost or damaged personal baggage and to deal with salvage at Our absolute discretion.
- (h) The indemnity for each item/set/pair of article and laptop computer including its accessories shall be limited to the maximum amount stated in the Policy Schedule.
- (i) We shall only be liable to indemnify the Insured Person for a reasonable proportion, as determined by Us, of the total value of the set or pair where the lost or damaged article is part of a set or a pair.
- (j) We shall make payment, or at our option replace, reinstate or repair, subject to allowance for reasonable wear, tear and depreciation in respect of articles more than one (1) year old.
- (k) The Insured Person must provide original receipts or other proof of purchase for each lost, damaged, or stolen item. For items without an original receipt or a proof of purchase, We will only cover fifty percent (50%) of the cost to replace the lost, damaged, or stolen item with the same or similar item.

- (l) Proof of ownership and/or assignment of the lost or damaged baggage and/or personal effects should be provided when the Insured Person makes a claim. Failure to provide the proof of ownership and/or assignment may result in a declined claim.
- (m) Any loss claimed under Section 6 – Baggage Delay arising from the same cause is excluded.

#### **SECTION 6 – BAGGAGE DELAY**

If during the Period of Insurance an Insured Person's checked-in baggage is delayed or temporarily mislaid on delivery by the Common Carrier Operator in the course of an Insured Journey for the minimum number of hours as stated in the Schedule, We shall indemnify the Insured Person for any reasonable expenses incurred by the Insured Person in purchasing essential replacement items of clothing and toiletries subject to the maximum Sum Insured stated in the Policy Schedule.

#### **PROVISIONS FOR SECTION 6**

- (a) This benefit is not applicable when an Insured Person is on his/her return journey back to his/her Usual Place of Residence.
- (b) The delay must be certified by the Common Carrier Operator.
- (c) Unexplained delay, or delay of any personal baggage forwarded in advance of an Insured Journey or separately mailed or shipped other than in the Common Carrier carrying the Insured Person at the same time is not covered.
- (d) Original receipts or proof of purchase must be produced by an Insured Person showing details of the expenditures when a claim arises.
- (e) Any loss claimed under Section 5 – Personal Baggage arising from the same cause is excluded.

#### **SECTION 7 – DOCUMENT LOSS**

If during the Period of Insurance an Insured Person doing an Inbound Trip sustains loss of his/her passport, or other valid travel identity or documents that are necessary for travel into the Philippines, on account of theft or robbery in the course of an Insured Journey, We shall reimburse the Insured Person for: (i) the replacement cost of the lost document; and (ii) additional reasonable travel and hotel accommodation expenses necessarily incurred for the arrangement of replacing the lost document, subject to the maximum Sum Insured stated in the Policy Schedule.

#### **PROVISIONS FOR SECTION 7**

- (a) The Insured Person must report the theft or robbery to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours from its occurrence.
- (b) Travel expenses are limited to reasonable means and to economy class if by air and all types of transportation.
- (c) The travel and hotel accommodation expenses are subject to a maximum amount per day as stated in the Policy Schedule.
- (d) Loss arising from the loss of any travel document or visa which is not needed to complete the particular Insured Journey of the occurrence is excluded.
- (e) Unexplained loss, mysterious disappearance or loss due to confiscation or detention by customs or any other authority is excluded.

#### **SECTION 8 – TRAVEL DELAY OR MISCONNECTION**

##### **(a) Travel Delay**

In the event that either the actual departure or arrival time of the Common Carrier in which an Insured Person has arranged to travel in the course of an Insured Journey is delayed from the scheduled departure or arrival time respectively specified in the original itinerary due to a sudden outbreak of strike or industrial action, riot, civil commotion, hijack, adverse weather, Acts of Nature, equipment failure of the Common Carrier, or airport events that prevent the flight from proceeding per original schedule, We shall pay a cash benefit up to the maximum Sum Insured for the minimum number of hours of delay as stated in the Policy Schedule.

##### **(b) Misconnection**

If the confirmed onward travel connection as specified in the original itinerary is missed at the transfer point due to the late arrival of the Insured Person's incoming confirmed connecting conveyance and no other onward transportation is available to the Insured Person within six (6) consecutive hours on his/her arrival, We shall reimburse the Insured Person for expenses incurred in respect of hotel accommodation and restaurant meals or refreshments up to the maximum Sum Insured stated in the Policy Schedule, if not provided or compensated by the airline or any third party.

#### **PROVISION FOR SECTION 8**

The reasons of delay must not cause by any of the following:

- (1) Reason of delay is caused by the doings of the Insured Person;
- (2) No documented or written confirmation from the Common Carrier or Common Carrier Operator of the number of hours delayed and the reason of the delay;
- (3) The delay is due to an event which was made known to the Insured Person or announced publicly prior purchase of the travel insurance or booking of the Trip;
- (4) Non-acceptance of an alternative schedule or alternative transportation offered by the Common Carrier the Insured Person

- was supposed to take;
- (5) Missed connecting flights due to the late arrival of the Common Carrier causing subsequent delays;
  - (6) Any delay caused by a taxi, shuttle service, private or rented vehicles, cruise ships, busses and other means of transportation going to airports or seaports; or
  - (7) Any Trip Dissolution by a Common Carrier regardless of the reason and without any reinstatement of the dissolved trip.

**Trip Dissolution** is defined as a trip or flight cancelled by a Common Carrier for any reason or cause without any rescheduled, alternative or substitute trip or flight for the purpose of continuing the original trip or flight.

Written proof of delay from the Common Carrier or Common Carrier Operator must be submitted upon claim explicitly stating the specific reason of delay and the number of hours of delay.

The Insured may only claim one benefit in this section.

### SECTION 9 – TRIP CANCELLATION

We shall indemnify the Insured Person for the loss of travel fare paid in advance for which he/she is legally liable; and, which is not recoverable from any other source, consequent upon the cancellation of the Insured Journey as necessitated by any of the following, occurring within thirty (30) days (except (c) and (d) below) before the commencement of a Insured Journey subject to the maximum Sum Insured stated in the Policy Schedule:

- (a) Unanticipated death, Serious Injury, or Serious Sickness, witness summons, or jury service of an Insured Person;
- (b) Unanticipated death, Serious Injury or Serious Sickness of an Insured Person's Immediate Family Member or travel companion or co-partner;
- (c) Unanticipated outbreak of strike, riot or civil commotion, adverse weather conditions, or by Acts of Nature at the planned destination arising within one (1) week before the departure date; or
- (d) Serious damage to the Insured Person's residence in the Philippines from fire or by Acts of Nature within one (1) week from the departure date which requires the Insured Person's presence in the premises on the departure date.

### SECTION 10 – TRIP CURTAILMENT

We shall indemnify the Insured Person for (i) any additional travel fare and (ii) any loss of travel fare and/or accommodation expenses forfeited by the Insured Person which are not recoverable from any other source and consequent upon his/her return to his/her Usual Place of Residence within the Philippines necessitated by any of the following after the commencement of an Insured Journey subject to the maximum Sum Insured stated in the Policy Schedule:

- (a) Unanticipated death, Serious Injury and Serious Sickness of an Insured Person;
- (b) Unanticipated death, Serious Injury or Serious Sickness of an Immediate Family Member, travel companion or co-partner; or;
- (c) Unanticipated outbreak of strike, riot or civil commotion, adverse weather conditions, or by Acts of Nature at the planned destination which will prevent the Insured Person from continuing with his/her Insured Journey.

This coverage is effective only if the expenses are incurred before the Insured Person became aware of any of the above circumstances, which could lead to the disruption of his/her particular Insured Journey.

### SECTION 11 – PERSONAL LIABILITY

We shall indemnify the Insured Person for any Legal Costs incurred under any of the following circumstances due to his/her negligence in the course of an Insured Journey subject to the maximum Sum Insured stated in the Policy Schedule on the condition that the Insured Person does not offer or promise payment or admit fault to any other third party, and/or become involved in any litigation without Our written approval, but such approval must not be unreasonable withheld:

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

### PROVISIONS FOR SECTION 11

We shall not be liable for the following:

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

Legal Cost means the amount that pays for the lawyers and the court in legal proceedings in settling and defending the claim made against the Insured Person.

## SECTION 12 – STAFF REPLACEMENT

If during the Period of Insurance an Insured Person sustains Serious Injury or suffers from Serious Sickness in the course of a Insured Journey which directly causes or results in his/her discontinuance or cancellation of the Insured Journey, We shall indemnify the Policyholder for any reasonable travel fare and/or accommodation expenses necessarily incurred in sending a substitute person to complete or to fulfill the purpose of the original Insured Person's Insured Journey subject to the maximum Sum Insured stated in the Policy Schedule.

## SECTION 13 – ACCIDENTAL BURIAL EXPENSE

If during the Period of Insurance, the Insured Person sustains injury which results in death as a result of an Accident in the course of an Insured Journey, We shall pay the reasonable cost of any burial expenses subject to the maximum Sum Insured stated in the Policy Schedule and in accordance with the To Whom Indemnities Payable clause under Part VII – General Conditions of this Policy.

## SECTION 14 – ACCIDENTAL COMATOSE BENEFIT

If during the Period of Insurance, and within thirty (30) days from the date of a covered accident, the Insured Person is in a Comatose State as a result of an Accident, We will indemnify the Insured Person up to the maximum amount stated in the Policy Schedule and in accordance with the To Whom Indemnities Payable clause under Part VII – General Conditions of this Policy. This benefit shall be payable in addition to the Accidental Death and Permanent Disablement benefit.

## SECTION 15 – HOTEL CANCELLATION

Consequent upon (i) the cancellation of a hotel accommodation booking; or (ii) the Insured Person's return to his/her Usual Place of Residence within the Philippines; upon early check-out of the hotel before the last day of the hotel accommodation booking, We shall indemnify the Insured Person for the unused hotel accommodation that has been paid in advance, which are not recoverable from any other source and necessitated by the following reasons:

- Unanticipated death, Serious Injury, Serious Sickness, witness summons, or jury service of an Insured Person occurring within sixty (60) days before the first day of or during the first day of the hotel accommodation booking;
- Unanticipated death, Serious Injury or Serious Sickness of an Immediate Family Member or travel companion occurring within sixty (60) days before the first day of or during the first day of the hotel accommodation booking.
- Serious damage to the Insured Person's Primary Residence in the Philippines due to fire, explosion, Acts of Nature, breakage of indoor ducts or robbery occurring within one (1) week before the first day of or during the first day of the hotel accommodation booking which requires the Insured Person's presence in the premises during the period of the hotel accommodation booking;
- Unanticipated outbreak of strike, riot or civil commotion, adverse weather conditions, or by Acts of Nature at the planned destination in the Philippines within one (1) week before the first day of or during the first day of the hotel accommodation booking;

However, in no event shall the reimbursement of hotel accommodation expenses under this section exceed the maximum Sum Insured stated in the Schedule.

## PROVISIONS FOR SECTION 15

We shall not be liable for any losses arising from:

- The cancellation of hotel accommodation due to circumstances that had been existing and/or announced before the Insured Person purchased this Policy;
- Any failure to notify any provider of hotel accommodation of the need to cancel the booking immediately upon finding out that it is necessary to do so;
- The use of any credit card points or similar reward points accorded to the Insured Person to pay for the booking of any hotel accommodation, either in part or in full;
- All claims are subject to proof issued by the booked hotel that the Insured Person did not check into the hotel on the first day of the hotel accommodation booking, or that he/she checked out of the hotel before the last day of the hotel accommodation booking, and any other applicable proof for showing the reason for cancellation of the hotel accommodation booking.
- If, after the Insured Person has checked into the hotel, he/she returns to his/her Usual Place of Residence within the Philippines for any of the reasons stated in this section before the last day of the hotel accommodation booking, We shall only indemnify the Insured Person for any loss of hotel accommodation expenses for the days after the Insured Person checked out, which were so forfeited and are not recoverable from any other source.

## PART II – DEFINITIONS

**"Accident"** means an unintentional act or unforeseen, unusual, unexpected or involuntary event which causes an Injury or death.



**“Acquired Immune Deficiency Syndrome” or “AIDS”** shall have the meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immunodeficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a seropositive test for HIV.

**“Activities of Daily Living”** means:

- (a) Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- (b) Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (c) Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
- (d) Mobility - the ability to move indoors from room to room on level surfaces;
- (e) Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (f) Feeding - the ability to feed oneself once food has been prepared and made available.

**“Acts of Nature”** means an event that occurs due to natural causes without human intervention that could not have been foreseen or prevented by foresight.

**“Anniversary Date”** means each anniversary of the Annual Policy’s effective date stated in the Schedule.

**“Annual Policy or Annual Travel Policy”** means a policy type that is valid for one (1) year Domestic Trip with reference to the Effective Date stated on the Policy Schedule wherein a single Insured Journey does not exceed ninety (90) days.

**“Child(ren)”** means child(ren) aged between six (6) months to seventeen (17) years of age.

**“Civil War”** means an internecine war, or a war carried on between or among opposing citizens of the same country or nations.

**“Comatose State”** means a state of profound unconsciousness, characterized by the absence of spontaneous eye openings, response to painful stimuli, and vocalization. This diagnosis must be supported by evidence of any of the following:

- (a) No response to external stimuli within thirty (30) days; or
- (b) Life support measures are necessary to sustain life; or
- (c) Brain damage resulting in permanent neurological deficit which must be assessed on the onset of the coma.

**“Common Carrier”** means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire.

**“Common Carrier Operator”** means a company or an individual that operates a Common Carrier and is licensed to carry passengers for hire.

**“Confined” or “Confinement” or “Hospitalization”** means admitted in a Hospital for medical treatment due to an Injury or Sickness upon the recommendation of a Qualified Medical Practitioner and continuously stays in the Hospital prior to his/her discharge from the Hospital. Confinement will be evidenced by the daily room and board charged by the Hospital.

**“Cooling off or Free-look Period”** refers to the number of days provided in the financial products or service contract, commencing from the time of receipt of the contract by the financial consumer until the last day of the period provided in Part VII of this document, that the financial consumer may return or cancel the contract, and if ever payment was made, the amount paid shall be returned in full to the consumer provided that no claim has been made.

**“Domestic Trip”** means a travel within the territorial limits of the Republic of the Philippines that is undertaken by the Insured Person and which the destination is beyond one hundred (100) kilometers from the Usual Place of Residence or place of business when traveling by land or sea, or which shall require at least one One-Way or Round-Trip travel to and from planned destination/s.

**“Effective Date”** means the date on which insurance on the Policy Schedule commences.

**“Elements”** means extreme weather conditions including but not limited to drought, heatwave, sandstorm, and blizzard.

**“Endorsement” or “Policy Endorsement”** means the issuance of an additional form to accommodate the valid requests for addition / deletion of: the list of insured, benefits, premium adjustments and extension of coverage period. This should be done before the policy expiry date.

**“Escort”** means an Immediate Family Member, legal guardian, or person authorized/nominated by the insured/insured’s spouse, originating from the Philippines

**“Fractured Leg or Patella with Established Non-Union”** means a complete break into two pieces of the patella or leg bone where:

- (a) the patella or leg bone does not mend properly such that it cannot function normally; and
- (b) this condition is diagnosed by a Qualified Medical Practitioner to last for the remainder of the Insured Person’s life.

**“Hospital”** means an establishment which meets all the following requirements:

- (a) holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction); and
- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; and
- (c) provides 24-hour a day nursing services by registered or graduated nurses; and
- (d) has a staff of one or more Qualified Medical Practitioner(s) at all times; and
- (e) provides organized facilities for diagnosis and major surgical facilities; and
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment, or a place for treating alcoholics or drug addicts.

**“Immediate Family Member or Relative”** means the Insured Person’s spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, or grandchild.

**"Inbound Trip"** means travel to the Philippines from abroad with the intention to do a Domestic Trip, which commences and ceases upon entering / exiting the Philippine international airport or seaport for international cruise ships, as arranged by legitimate local tour operators.

**"Infectious Diseases"** Infectious diseases are caused by pathogenic microorganisms, such as bacteria, viruses, parasites or fungi; the diseases can be spread, directly or indirectly, from one person to another

**"Injury"** means bodily injury which is solely caused by an Accident and independently of any other cause.

**"Insured Journey" or "Trip"** means a journey, either by land, air or sea, taken by an Insured Person within Philippines, subject to a maximum of one hundred eighty (180) days for Single Trip Travel Policy and ninety (90) days for Annual Travel Policy, to a destination at least one hundred (100) kilometers from Insured Person's Usual Place of Residence. This Policy is also meant to cover One-Way Travel.

**"Insured Person"** means the person(s) insured in the Schedule or subsequently endorsed hereon and with respect to whom Premium has been paid or agreed to be paid by the Policyholder.

**"Loss of Thumb(s) / Finger(s) / Toe(s)"** means complete severance through or above the metacarpophalangeal or metatarsophalangeal joints.

**"Loss of Hearing"** means total and irrecoverable loss of hearing.

**"Loss of Limb"** means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

**"Loss of Sight"** means the entire and irrecoverable loss of sight.

**"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 Alveololabial 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 Use of Limb(s) / Thumb(s) / Finger(s) / Toe(s)"** means total functional disablement of any limb, thumb, finger or toe and is treated like the total loss of said limb, thumb, finger or toe.

**"Malignant Neoplasm"** shall include but not be 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 (AIDS).

**"One-Way Travel"** shall mean a trip to a province or city(ies) within the Philippines in which the destination is at least one hundred (100) kilometers from the Insured Person's Usual Place of Residence for which a return leg has not been arranged. The cover for one-way travel ceases when the Insured Person leaves the boundary at the planned destination or (ii) on the expiry date specified in the Schedule, whichever first occurs.

**"Opportunistic Infection"** shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection caused in the presence of Acquired Immune Deficiency Syndrome (AIDS).

**"Percentage of Sum Insured"** means the Percentage of Sum Insured stated in Compensation Table 1 and/or Compensation Table 2 of Part I herein.

**"Period of Insurance"** means the Coverage under the Policy, except for Trip Cancellation, shall commence and cease upon leaving/returning to Insured Person's Usual Place of Residence.

**"Permanent"** means lasting twelve (12) consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement as certified by a Qualified Medical Practitioner.

**"Permanent Total Disablement"** means when as the result of Injury and commencing within twelve (12) consecutive months from the date of Accident, the Insured Person is totally and permanently disabled and prevented from engaging in occupation or employment for which he/she is reasonably qualified by reason of his/her education, training or experience; or if he/she has no business or occupation at the time of Injury, Permanent Total Disablement means the inability to perform his/her Activities of Daily Living of like age and sex. Such disability has to continue for a period of twelve (12) consecutive months and certified by a Qualified Medical Practitioner to be total, continuous and permanent for the remainder of his/her life.

**"Policy"** means this Policy and any other documents stated in Entire Contract of Part VII herein.

**"Policy Schedule or Schedule"** means the form attached to and incorporated in this Policy where the specific information and benefits are stated.

**"Policyholder"** means a person who is an applicant of the Policy and is named in the Policy Schedule as Policyholder.

**"Pre-existing Condition or Chronic Condition"** means a disease, illness, or Injury that has at least one of the following characteristics:

- It continues indefinitely and has no known cure
- It comes back or is likely to come back
- It is permanent
- It needs long-term monitoring, consultations, checkups, examinations or tests
- It needs rehabilitation therapy or structured medical, physical, or psychological programs to cope with the medical condition
- It limits Activities of Daily Living

It is the condition for which the Insured Person has been diagnosed, received or was recommended by a Qualified Medical Practitioner for any treatment, consultation or prescribed drugs, or the signs or symptoms of which the insured person was aware or should reasonably have been aware within one hundred eighty (180) consecutive days immediately prior to the Policy's Effective Date for a Single Trip Policy or the commencement of each Trip for an Annual Travel Policy.

**Condition** as used herein means any specific disease, illness, or Injury requiring medical treatment, advice or medication, including all underlying or related conditions and all adverse effects or reactions of medicines and treatments being taken by the Insured Person.

**"Primary Residence"** means the primary house or building permanently occupied by the Insured Person for the sole purpose of private dwelling.

**"Qualified Medical Practitioner"** means any person qualified and legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical and regular service but excluding a Qualified Medical Practitioner who is the Insured Person, an Immediate Family Member of the Insured Person or someone living in the same household as the Insured Person.

**"Round Trip Travel"** shall mean a trip to a province or city(ies) within the Philippines in which the destination is at least one hundred (100) kilometers from the Insured Person's Usual Place of Residence for which a return leg has been arranged.

**"Second Degree Burn"** means both the epidermis and the underlying dermis are damaged caused by burns.

**"Serious Injury or Serious Sickness"** means injury or sickness which requires treatment by a Qualified Medical Practitioner and which results in the Insured Person being certified by that Qualified Medical Practitioner as having a medical condition requiring hospital confinement or being unfit to travel or continue with his/her Insured Journey. When Serious Injury or Serious Sickness is applied to the Immediate Family Member, travel companion or co-partner, it means injury or sickness which requires treatments by a Qualified Medical Practitioner and which results in the Immediate Family Member, travel companion or co-partner being certified by that Qualified Medical Practitioner as having a medical condition requiring hospital confinement which leads to the discontinuation or cancellation of the Insured Person's Insured Journey.

**"Sickness"** means an illness or disease first contracted and commenced by the Insured Person during the Insured Journey that requires treatment by a Qualified Medical Practitioner.

**"Sum Insured"** means the amount of sum insured stated in the Policy Schedule.

**"Terrorist" or "Member of a Terrorist Organization"** means any person who commits, or attempts to commit, a Terrorist Act or who participates in or facilitates the commission of a Terrorist Act and/or is verified or recognized or designated by any government or authority or committee as a terrorist.

**"Terrorist Act"** means an act including but not limited to the use or threatened use of force or violence against person or property, or the commission of an act that is dangerous to human life or property, or the commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

**"Third Degree Burn"** means full thickness skin destruction caused by burns.

**"Travel Companion"** is "a person or persons of the same travel arrangements, shares the same accommodations and travels together during the Insured Journey."

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

**"War"** means war (declared or undeclared) or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**"We, Us, Our"** means Starr International Insurance Philippines Branch.

### PART III – GENERAL EXCLUSIONS

We shall not pay under any section of this Policy for loss, injury, damage or liability suffered and/or sustained by or arising directly or indirectly as a result of or in connection with:

1. War, Civil War, invasion, insurrection, revolution, use of military power or usurpation of government or military power, direct participation in strike, riot and civil commotion;
2. Nuclear risks of any nature, biological, chemical, radioactive, nuclear pollution or contamination exposure;
3. Any prohibition or regulations by any government, confiscation, detention, destruction by customs or other authorities;
4. An Insured Person who is a Terrorist or a Member of a Terrorist Organization;
5. Commission of any illegal or unlawful act by the Insured Person;
6. An Insured Person not taking all reasonable efforts to avoid Injury or to minimize any claim under this Policy;
7. Riding or driving in any kind of motor racing competition, engaging in a professional capacity in any sport where an Insured Person would or could earn income or remuneration from engaging in such sport as a source of income;
8. Any loss which is connected with the effects of alcohol or drugs other than those prescribed by a Qualified Medical Practitioner;
9. Suicide or attempted suicide or intentional self-injury, or self-exposure to needless peril;
10. Any medical treatment received in the course of an Insured Journey which was made for the purpose of receiving medical treatment (need not be the sole purpose), or the Insured Journey was undertaken while the Insured Person was unfit to travel or against the advice of a Qualified Medical Practitioner;
11. Any Pre-existing Condition, cosmetic, plastic or any elective surgery, surgical or non-surgical treatment of obesity (including morbid obesity) or weight control programs, congenital or heredity disease or defect, congenital anomalies or any complications or conditions arising therefrom;
12. Health check-ups or any investigation(s) not directly related to admission diagnosis, sickness or injury, or any treatment or investigation which is not medically necessary;



13. Insured Person's expenses incurred relating to the cost of prosthesis, contact lens, hearing aids, dentures and other medical equipment, or any expenses incurred relating to dental or optical treatment unless such costs are necessarily incurred due to an Accident;
14. Psychosis, sleep disturbance disorder, mental or nervous disorders, pregnancy, miscarriage, or childbirth;
15. AIDS or any Injury or Sickness commencing in the presence of a zero positive test for HIV and related diseases and/or sexually transmitted disease;
16. An Insured Person engaging in naval, military or air force service or operations, armed force service;
17. Piloting or serving as a crewmember or riding in any aircraft except as a fare paying passenger on a regularly scheduled airline; or
18. Any loss which occurs while the Insured Person is in any country whereby the provision of insurance or payment for a loss or claim would be prohibited by the U.S. economic or trade sanctions laws, regulations or designations;
19. Notwithstanding any provision to the contrary, this Policy is not liable for and excludes any loss, damage, liability, expense, fines, penalties or any other amount directly caused by or arising out of any of the following:
  - (a) Any Infectious Disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
  - (b) Severe acute respiratory syndrome Coronavirus 2 (SARS-CoV-2) or Coronavirus disease (COVID-19), including any mutation or variation thereof; or
  - (c) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority; or
  - (d) Any side effect or complications arising from a vaccination against COVID-19.
 If the Insurer alleges that, by reason of this exclusion, any amount is not covered by this Policy, the burden of proving the contrary shall rest on the Insured Person;
20. No reimbursement of fees, deposits and/or any loss arising from inappropriate travel documentation requirements such as, but not limited to, late release of visas, refusal of entry by the government of destination, or refusal to depart from the originating city because of inappropriate travel documentation;
21. Any loss arising from the rejection by any government authorities whether departing or arriving at any particular destination.

#### **PART IV – TERMINATION OF COVERAGE**

1. We may terminate this Policy at any time during the Period of Insurance by giving thirty (30) days prior notice in writing to the address shown in the Policy of the Policyholder or to its insurance broker provided that the broker is authorized in writing by the policy owner to receive the notice. This notice period may be made shortened, taking into account the period of insurance.
2. In accordance with Section 64 of the Insurance Code, the notice shall be based on one or more of the following, occurring after the Effective Date of this Policy:
  - (a) Nonpayment of premium;
  - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
  - (c) Discovery of fraud or material misrepresentation;
  - (d) Discovery of willful or reckless acts or omissions increasing the hazard insured against;
  - (e) Physical changes in the property insured which result in the property becoming uninsurable;
  - (f) Discovery of other insurance coverage that makes the total insurance in excess of the value of the property insured; or
  - (g) A determination by the Commissioner that the continuation of the policy would violate or would place the insurer in violation of this Code.
3. The Policyholder may cancel this Policy within five (5) days of purchasing this Policy by giving Us a written notice.
4. The right of the Insured Person to cancel the Policy under this provision will no longer be available once the Insured Journey or the Period of Insurance has commenced, the Insured Person has used the Policy, once the Period of Insurance has lapsed or when a claim on the Policy has been filed.

#### **PART V - PREMIUM PROVISIONS**

##### **PREMIUM**

The premiums for this Policy will be based on the rates currently in force in the application or agreed in the quotation slip for the plan and the coverage and amount of insurance in effect. However, We reserve the right to change rates at any time if any of the following events take place during the Period of Insurance:

- (a) The terms of the Policy change;
- (b) A division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy;
- (c) There is a change in the factors bearing on the risk assumed;
- (d) There is a misrepresentation in the information We relied on in establishing the premium rate;
- (e) Any law or regulation is amended to the extent it affects Our benefit obligation.

##### **PAYMENT OF PREMIUM**

The premium is due on the Policy's Effective Date. If any premium is not paid when due, the Policy will be canceled, subject to prior notice as provided under Part IV above, as of the premium due date.



## RIGHT OF RETURN OF PREMIUM

In accordance with Sections 80 to 83 of the Amended Insurance Code (RA No. 10607),

(a) An Insured Person is entitled to a return of premium, as follows:

- (1) To the whole premium if no claims have been made by the Policyholder or any Insured Person on the Policy;
- (2) In the event of termination of an annual travel policy and the Insured Person surrenders his/her policy, We shall return promptly the pro-rata premium to the Policyholder. Premiums shall be computed in accordance with the applicable percentage indicated below, after deducting from the whole premium any claim for loss or damage under the policy which has previously accrued but in no event less than Our customary minimum premium.

Covered Period	Retentive Percentage of Annual Premium
6 Months (Minimum)	70%
Over 6 Months	100%

- (b) If a peril insured against has existed, and the insurer has been liable for any period, however short, the insured is not entitled to return of premiums, so far as that particular risk is concerned.
- (c) An Insured Person is entitled to a return of the premium when the contract is voidable, and subsequently annulled under the provisions of the Civil Code; or on account of the fraud or misrepresentation of the insurer, or of his agent, or on account of facts, or the existence of which the insured was ignorant of without his fault; or when by any default of the insured other than actual fraud, the insurer never incurred any liability under the policy;
- (d) An Insured Person is not entitled to a return of premium if the policy is annulled, rescinded or if a claim is denied by reason of fraud;
- (e) In case of an over insurance by several insurers, the Insured Person is entitled to a ratable return of the premium, proportioned to the amount by which the aggregate sum insured in all the policies exceeds the insurable value of the thing at risk.

## PART VI – CLAIM PROVISIONS

### OBLIGATION

The following clauses in this section of the Policy relating to Claims Provisions shall be deemed condition precedents to the liability for Us to make any payment under this Policy.

### TIME OF NOTICE OF CLAIM

Written notice of a claim must be given to Us within thirty (30) days after occurrence of any Accident or other event that might give rise to a claim under this Policy. However, in the event of accidental death, notice must be given to Us within fifteen (15) days from the date of the incident.

### FORMS FOR PROOF OF LOSS

We, upon receipt of such notice, shall furnish to the claimant such forms as are usually furnished by Us for filing proof of loss. If such forms are not furnished within fifteen (15) days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, character and extent of the loss for which a claim is made. All certificates, information and evidence required by Us shall be furnished at the expense of the Insured Person/claimant or his legal personal representatives and shall be in such form and of such nature as We may prescribe.

### SUFFICIENCY OF NOTICE

Such notice by or on behalf of the Insured Person given to Us or to Our general agent, with particulars sufficient to identify the Insured Person shall be deemed to be notice to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it is shown that it was not reasonably practicable to give such notice and that notice was given as soon as reasonably practicable.

### CLAIMANT COOPERATION PROVISION

Failure of the claimant to cooperate with Us in the administration of a claim may result in the delay or termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to Us at Our said office in case of a claim for such loss within ninety (90) days after the termination of the period for which We are liable under this Policy. If it is shown that it was not reasonably practicable to give such notice within such time, such proof must be furnished as soon as reasonably practicable and in any event within one (1) year after the date of such loss.

### PHYSICAL EXAMINATION AND AUTOPSY

We reserve the right to have a Qualified Medical Practitioner examine the Insured Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We shall pay the cost of the examination or autopsy.

### FRAUDULENT CLAIMS

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured Person or anyone acting on the Insured Person's behalf to obtain any benefit under this Policy, this Policy shall immediately become terminated and all benefit in respect of such claims shall be forfeited from the date on which the fraudulent claim is proffered.

### RIGHT OF RECOVERY

In the event authorization of payment and/or payment is made by Us or for a medical claim which is not covered under this Policy or when the limit of liability of this insurance is exceeded, We reserve the right to recover the said sum or excess from the Insured Person.

In the event authorization of payment and/or payment is made by Us for any claim for defense or legal costs covered under this Policy and later on the Insured Person was found in bad faith by the courts, We reserve the right to recover the sum of claims paid from the Insured Person.

### SUBROGATION

In the event of any payment under this Policy, We shall be subrogated to all the Insured Person's rights of recovery therefore against any person or organization and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

### 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 this Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished. In any event, no legal action shall be brought after the expiration of twelve (12) months from notice of denial of the claim.

## PART VII – GENERAL CONDITIONS

### ENTIRE CONTRACT

The Policy, Policy Schedule, applications, endorsements and attachments (if any) shall constitute the entire contract of insurance. No statement made by the Policyholder not included herein shall void the Policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this insurance or to waive any of its provisions. No change in this insurance shall be valid unless approved by Us and endorsed hereon.

### ELIGIBILITY OF INSURED PERSON

#### For Single-Trip Travel Policy

- (a) The insurance under this Policy shall apply to Insured Persons between six (6) months to eighty (80) years of age
- (b) Family plan under this Policy shall apply to the legal couple and their legitimate and accompanied Child(ren).

#### For Annual Travel Policy

- (a) The insurance under this Policy shall cover an Insured Person aged from one (1) to seventy (70) years old, renewable up to the age of seventy-five (75) years old.
- (b) Family plan under this Policy shall apply to legally married spouses and their legitimate and accompanied Child(ren).

### GEOGRAPHICAL LIMIT AND OPERATIVE TIME

Insurance provided under this Policy shall apply twenty-four (24) hours a day within the Philippines in the course of an Insured Journey unless endorsed or amended by Us.

### FREE-LOOK PERIOD

If the Insured Person is not completely satisfied with the policy, it can be returned, together with a letter, duly signed by the Insured Person, requesting for cancellation. The policy will then be cancelled and the premium refunded.

This Free-Look Period has the following conditions:

- (1) The cancellation request must be sent directly to and received by Us within five (5) days from the date of issue of the policy.
- (2) No refund can be made if the request to cancel is received by Us, after the commencement of any trip.
- (3) The request to cancel must not be due to visa denial, In case of visa denial, the amount of refund stipulated under the

Right of Return of Premium clause will apply.

- (4) No refund can be made when a claim has been incurred and submitted to Us.
- (5) All financial products or services offered by Us which are required to have a cooling-off or free-look period, as prescribed by law, rules and regulations issued by the Commission, shall have the applicable cooling-off period as follows:

### Coverage Period

Longer than six (6) months  
Longer than thirty (30) days up to six (6) months  
Thirty (30) days or less

### Cooling-off Period

Fifteen (15) days  
Five (5) days  
No cooling-off period

## APPLICABLE LIMITS

The benefits indicated in the Policy Schedule for an Annual Policy are per ninety (90) day limit per Trip or per the approved extended coverage per Trip. For Single-Trip Policy, the maximum benefit is per Period of Insurance.

## TO WHOM INDEMNITIES PAYABLE

Benefits payable under this Policy shall be made to the Insured Person; however, in the event of his/her death, to the beneficiary designated by the Insured Person provided such beneficiary is not legally disqualified and survives the Insured Person; or in the absence of beneficiary designation, to the person or persons then surviving in the following order of preference: (a) legal spouse; (b) Children; (c) parents; (d) brothers and sisters; otherwise, to the estate of the Insured Person.

Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.

## SETTLEMENT OF CLAIM CLAUSE

The amount of any loss or damage for which We may be liable under this Policy shall be paid within thirty (30) days after proof of loss is received by Us and ascertainment of the loss or damage is made either by agreement between the Insured Person and Us or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by Us of the proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt. Refusal or failure to pay the loss within the time prescribed will entitle the Insured Person to collect interest on the proceeds of the Policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such refusal or failure to pay is based on the ground that the claim is fraudulent.

## POLICY VALIDATION

This Policy is applicable to leisure and business travel. With regard to business travel, this Policy shall only apply to an Insured Journey undertaken for the purpose of carrying out professional, managerial, clerical and/or administrative tasks.

## ASSIGNMENT

No notice of assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof is filed at the Starr International Insurance Philippines Branch, 23rd Floor, Tower 2, The Enterprise Center, 6766 Ayala Avenue corner Paseo de Roxas, Legaspi Village, Makati City and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of Us shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

## INSURED JOURNEY EXTENSION

In the event the Insured Journey is being unavoidably delayed which is outside the control of the Insured Person, the insurance cover shall be automatically extended until the Insured Person's return to the Insured Person's Usual Place of Residence subject to a maximum of seven (7) days at no additional premium. However, the Insured Person must seek Our approval for such extension prior to the expiry date of the Policy.

## EXAMINATION OF RECORDS AND AUDIT

We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within two (2) years after the termination of the Policy as they relate to the premiums or subject matter of this Policy.

## OTHER INSURANCE

If any loss, damage or legal liability covered under this Policy is also covered by any other insurance, We shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance, provided that the benefit of Accidental Death and Disablement, Burns Benefit, Hospital Cash Benefit and Travel Delay shall not be limited by the foregoing limitation.

## REINSTATEMENT OF POLICY

If this Policy lapses due to non-payment of premium, it may be reinstated with Our approval. The benefits shall not, however, be payable for any event likely to give rise to a claim under this Policy which occurs while the Policy had lapsed and Pre-existing Condition should re-apply as if the Policy commenced on such reinstatement date.

#### **RENEWAL CLAUSE FOR ANNUAL TRAVEL**

This Policy shall be renewable from the Anniversary Date with Our consent by payment of premium in advance at Our premium rate in force at the time of renewal. However, We reserve the right to make adjustments on the premium rates, benefits, terms and conditions of this Policy or not invite renewal at our discretion, upon giving forty-five (45) days prior written notice mailed or delivered to its insurance intermediary or the Policyholder's last known address on record.

#### **MEDIATION PROVISION PER IC CIRCULAR LETTER 2015-58A**

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.

#### **CIVIL CODE ARTICLE 1250 WAIVER CLAUSE**

It is hereby declared and agreed that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads: *"In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment..."* shall not apply in determining the extent of liability under the provisions of this Policy.

#### **GOVERNING LAW**

This Policy is subject to the laws of the Philippines and the parties hereto agree to submit to the jurisdiction of the courts of the Philippines.

#### **DISPUTE RESOLUTION**

In the event of any dispute which may arise under or in connection with this Policy, whether arising before or after the termination of this Policy, including any determination of the amount of loss, We and the Insured Person agree to participate in a mediation process administered by the Insurance Commission or any recognized mediation institution to resolve such dispute before resorting to arbitration, litigation, or some other dispute resolution procedure. Any mediation process in respect of any claim brought by the Insured Person for loss or damage under this Policy shall be commenced, and must be concluded, within thirty (30) days after proof of loss is received by Us. In the event that a dispute is not settled through mediation, either party shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration proceeding to resolve such dispute. However, such judicial or arbitration proceeding shall not commence until at least ninety (90) days after the date the mediation shall have been concluded or terminated.

In the event the dispute is not settled by mediation, either party may submit the dispute to a binding arbitration proceeding in accordance with the Rules of Arbitration of the International Chamber of Commerce, in which the arbitration panel shall be composed of three disinterested individuals. In either mediation or arbitration, the mediator(s) or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. Any mediation or arbitration and all related proceedings will be conducted in English. If a party submits a document or witness evidence in a language other than English, that party must also submit an accurate English translation of the same. Each party shall bear its own costs and only share equally the common expenses of the mediation or binding arbitration such as the fees to be paid to the mediator or arbitrator and the mediation or arbitration center.

Notwithstanding the pendency of an arbitration proceeding, any aggrieved party may seek an interim or provisional relief, including but not limited to a preliminary injunctive relief or restraint from the appropriate court. This is without prejudice to the right of a party to seek such interim or provisional relief from the arbitral tribunal.

Notwithstanding any of the foregoing, in respect of any claim of the Insured Person for loss or damage under this Policy, if no ascertainment of loss is made by the parties through the mediation process and following its conclusion but within sixty (60) days after proof of loss is received by Us, We shall pay the amount of loss or damage claimed by the Insured Person within ninety (90) days after proof of loss is received by Us, without prejudice to any remedy available to Us to recover the amount paid should it be determined thereafter that the claim is not entitled to indemnification under this Policy.

In the alternative, if the dispute is not settled by mediation, either party may bring the proper action before the competent courts of the Philippines.

Refusal or failure to pay the loss within the period prescribed herein will entitle the insured to collect interest on the proceeds of the Policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such refusal or failure to pay is based on the ground that the claim is fraudulent.

#### **CLERICAL ERROR**

Our clerical errors shall neither invalidate insurance otherwise valid nor continue insurance otherwise not valid in accordance with the provisions of this Policy and the applicable laws.



**DATA PRIVACY**

The Insured Person hereby agrees that any personal information collected or held by Us is provided and may be held, used and disclosed by Us to individuals/organizations associated with Us or to any selected third party (within or outside the Philippines for the purposes of processing any claim under this Policy and providing subsequent services for this and other financial products and services, direct marketing, data matching and communicating with him/her for such purposes. If he/she does not wish to receive any direct marketing materials or calls, or wish to request access to and/or correction of any personal information held by Us concerning himself/herself, he/she should write to Starr International Insurance Philippines Branch at the 23rd Floor, Tower 2, The Enterprise Center, 6766 Ayala Avenue corner Paseo de Roxas, Legaspi Village, Makati City

**COMPLIANCE WITH APPLICABLE ECONOMIC AND TRADE SANCTION LAWS**

Any benefit or payment under this Policy will only be made in full compliance with all economic or trade sanctions, laws or regulations of any government or jurisdiction, including but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Whenever coverage provided under this Policy would be in violation of any such sanctions, laws or regulations, such coverage shall be null and void ab initio.

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

**STARR INTERNATIONAL INSURANCE PHILIPPINES BRANCH**  
TIN # 008 514 896

**AUTHORIZED SIGNATORY**

Documentary Stamps have been affixed to the issued policy. It is understood that upon the issuance of the policy, no payment for Documentary Stamps Tax will be refunded as a result of the cancellation or endorsement of the issued policy or reduction in the premium due to whatever reason.

**IMPORTANT NOTICE**

The Insurance Commission, 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. It is ready at all times to render assistance in settling any controversy between an Insurance Company and Policyholder relating to insurance matters.