



# Liberty Insurance Corporation

*Exploring Possibilities*

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## Travel Protector Plus Plan

### COVER

Consequent upon an unforeseen event happening during the course of a journey outside the Usual Country of Residence (i.e., Philippines) for travel abroad that started via airway, the Company will provide the Insured with the immediate material assistance as specified under the benefits set out in this **LIBERTY INSURANCE CORPORATION** Travel Protector Plus Plan, provided that the event does not occur outside the Geographical Limits of the chosen travel plan.

### ARTICLE 1

#### DEFINITIONS

For the effects of this contract the terms below are construed to mean the following:

- **Policy:** a document containing the conditions regulating the insurance. The Application for Insurance, General Conditions, the Specific Conditions that individualize the risk and the Special Conditions where appropriate form an integral part of the policy, as well as the Supplements or Appendices issued thereto in order to supplement or alter it.
- **Insurer / The Company:** for the effects of Travel Protector Plus Plan coverage, **LIBERTY INSURANCE CORPORATION**, the company issuing the policy which, in its capacity as insurer and by collecting the premium assumes the coverage of the risks those are the object of the contract according to conditions of the policy.
- **Insured:** the natural person identified in the Policy Schedule and who is entitled, where fitting, to the rights derived from this policy. For the purpose of this Policy, Insureds are considered to be:
  - Filipinos travelling as fare-paying passenger on a commercial scheduled flight outside of the Philippines
  - Foreigners, officially residing in the Philippines at the time of purchase of policy, living / working / studying, who want to travel as fare-paying passenger on a commercial scheduled flight outside of the Philippines to a third-party country. In this case, Philippines is their Home Country. All Emergency repatriations will be to their usual place of residence in the Philippines.
- **Immediate Family Member:** means the spouse, children, parents, fiancé, guardian or any other individual known to the assured who may provide the necessary assistance.
- **Relatives:** relatives shall be taken to refer solely to spouses, common-law partners, children, parents, grandparents, grandchildren, siblings, and parents-in-law, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law of the Insured, save specific provisions of each Cover or Guarantee. Likewise, the Insured's legal guardians shall be included in this definition.
- **Physicians :** Are Doctors of Medicine: those who undergo four (4) years of formal education in a School/College of Medicine, followed by Internship training (1-3 years of Junior and Senior Internship, depending on country), and passing the licensure examination for medical doctors. Once licensed to practice, she may choose to undergo Specialty Training in his/her field of interest for the next 3-5 years (Pediatrics, OB/GYN, Emergency Medicine, Internal Medicine, Surgery, Orthopedics, Dermatology, Neurology, Ophthalmology, Otorhinolaryngology, Radiology, Pathology, Neurosurgery, Family Medicine). Others opt to proceed to Subspecialty Training (Cardiology, Gastroenterology, etc) which takes another 2-3 years. Passing the Diplomate or Specialty Board Examination is also required in order to practice as a Specialist.
- **Usual place of residence:** the locality where the Insured is usually resident which, save express indication in the Special Conditions should of necessity be in Philippines and to where the emergency repatriations and returns envisaged in this policy will be made.
- **Usual Country of Residence:** Philippines
- **Home Country:** Philippines.
- **Territory:** geographic area where the trips object of the contract takes place, and in which the events that occur there have coverage.
- **Beneficiary:** for the effects of Personal Accident coverage (as applicable), the person or persons to whom the Insured or, where applicable, the Insured, acknowledges the right to receive, in the appropriate amount, the compensation arising from the aforesaid coverage provided by this policy. Should no-one have been specified, the compensation will form part of the assets of Insured.
- **Third parties:** any natural or legal person other than:
  - a) The Policyholder, the Insured or any person who caused the accident
  - b) The spouses, ascendants or descendants of the persons listed in the previous subsection.
  - c) The Relatives of the people listed in the subsection a above who live with them.
  - d) The partners, directors, wage-earners (including contractors and subcontractors) and persons who, de facto or by right, depend on the people listed in the first subsection, while acting within the scope of that dependency.
- **Limit:** the amount set forth in the Specific Conditions or, where applicable, in the Special Conditions, of the policy, and which represents the maximum benefit (financial, temporary or another kind) covered under each guarantee. Save express indication to the contrary, the financial limits are expressed in US\$ symbol may be used.
- **Amount insured:** the amount set forth in the Special Conditions of the policy and which represents the maximum value of the compensation for each of the guarantees. Save express indication to the contrary, the sum insured is expressed in US\$ symbol may be used.
- **Premium:** the price of the insurance that the Policyholder must pay the Insurer in consideration for the coverage of the risks provided for him/her by the latter, the receipt for which will include, moreover, the surcharges and taxes legally applicable. Save express indication to the contrary, it is expressed in US\$ symbol may be used.
- **Loss/Accident:** any event whose consequences are totally or partially covered by the guarantees of this policy. The collection of damages arising out of one event constitutes one loss/accident.

Documentary Stamps to the value stated above have been affixed and properly cancelled on the office copy 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 a policyholder, relating to insurance matters.

Countersigned

Liberty Insurance Corporation

  
**FERNANDO C. COJUANGCO**  
President

- **Illness:** any deterioration in health diagnosed and confirmed by a legally recognised doctor during the life of the policy and which is not comprised in the two groups below
- **Congenital disease:** that exists at the moment of birth as a consequence of hereditary factors or complaints acquired during pregnancy.
- **Pre-existing disease:** that the Insured suffered prior to the date of taking out the insurance.
- **Serious illness:** Deterioration in health that requires admission to hospital and which, in the opinion of the Company's medical team, prevents the Insured from starting the trip or from continuing it on the date planned, or which involves risk of death.
- **Accident:** the bodily injury sustained during the life of the contract, which derives from a violent, sudden, external cause and one that is not intended by the Insured. The following will also be construed to be accidents:
  - a) Asphyxia or injuries as a consequence of gases or vapours, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.
  - b) Infections resulting from an accident covered by the policy.
  - c) Injuries that are a consequence of surgical operations or medical treatments resulting from an accident covered by the policy.
  - d) The injuries sustained as a result of self-defence.
- **Serious accident:** an accident which, in the opinion of the Company's medical team, prevents the Insured from starting the trip or continuing it on the date planned, or which involves risk of death.
- **Bodily injury:** bodily injuries or death, caused to natural persons.
- **Damages:** the physical destruction of inanimate objects
- **Losses:** the financial losses caused as a direct result of an identifiable bodily injury or material damage sustained by the claimant.
- **Osteosynthesis material:** parts or pieces of metal or of any other kind used to join together the ends of a fractured bone, or to knit together the tips of joints, by surgical operation and which can be reused.
- **Orthopaedic material or orthesis:** anatomical parts or items of any kind used to prevent or correct temporary or permanent deformations of the body (walking sticks, cervical collar, and wheelchair).
- **Prosthesis:** these are deemed to be any item of any kind that temporarily or permanently replace the lack of an organ, tissue, organic fluid, member or part of any of them. By way of an example, mechanical or biological items such as cardiac valve parts, joint replacements, synthetic skin, intraocular lenses, biological materials (cornea), fluids, gels and synthetic or semi synthetic liquids that replace organic humours or liquids, medicine reservoirs, mobile oxygen therapy systems, etc.
- **Valuable Article:** an article, any goods or any personal belongings with value greater than USD 500.

Camera and Photographic, audio, video and electrical equipment (including cds, dvds, video and audio tapes and electronic games), portable audio or media players and their accessories including but not limited to ipods or other MP3 players, computer equipment, binoculars, antiques, jewelry, watches, furs, silks, objects made from precious metals, paintings, object d' art, silver and gold articles, unique objects, mobile telephones and their accessories, rifle, hunting guns, as well as their optical accessories, wheelchairs and medical appliances.

- **Valuable Document:** a valuable document such as money, cheques, bank cards and travel documents.
- **Travelling companion:** The person who is to travel with the Insured for at least 50% of the trip and who made arrangements to accompany Insured before Insured began the trip.
- **Extra Hazardous Sports** - means American Football, rugby, bungee jumping, caving, horse riding, parachuting, trekking above 2,500 meters, aviation other than as a fare-paying passenger on a scheduled flight, hang-gliding, microlight flying, mountaineering with the use of ropes, rock climbing with the use of ropes, scuba diving (up to 40 metres), white water canoeing, white water rafting, water skiing, off piste skiing and off piste snowboarding. Participation in these activities is never covered under the terms of this policy.

**Also means dangerous sports such as** fighting or self-defence sports, (semi)professional sports, racing of any kind other than on foot, mountaineering expeditions, deep sea diving (deeper than 40 metres), solo sea-sailing, ski jumping, gliding, horse riding, pot holing, free climbing without ropes, motor sports, use of fire- or other arms, yachting out of territorial waters and any other sport involving an exceptional risk of accidents. **Participation in these activities is never covered under the terms of this policy.**

**Also means hazardous sports such as** abseiling (rappelling), ice-skating, off-road mountain biking, ice hockey, canyoning, bobsleighting, rodelen, downhill skiing and langlaufen on the normally marked public open pistes, snowboarding, big foot skiing, ballooning (as an organised excursion), mono-skiing and any sport involving an extra risk of accident. **Participation in these activities may be covered against payment of an additional premium. Participation in competitions or tournaments organised by sporting federations or similar organisations is not included.**

- **Regular Sports** - means athletics, go-karting, trekking up to 2,500 metres, cross country running, soccer, surfing, windsurfing, golf, mountain biking on the road, baseball, fencing, sailing, cricket, cycling, canoeing, rowing, basketball, volleyball, jogging and any other sport activities not involving an extra risk. Participation in these activities is always covered without paying additional premium; **Participation in competitions or tournaments organised by sporting federations or similar organizations is not included.**
- **Medically necessary** - Refers to a covered service or treatment that is absolutely necessary to protect and enhance the health status of a patient, and could adversely affect the patient's condition if omitted, in accordance with accepted standards of medical practice

## ARTICLE 2

### OBJECT AND SCOPE OF THE INSURANCE

The Travel Protector Plus Plan Policy guarantees will be provided, in any case, according to the terms and conditions set forth in the policy and for events derived from the risks specified therein.

All coverages, except Trip Cancellation commence three (3) hours before the Insured's scheduled flight departure time. For trips outside of the Philippines involving a domestic flight as transit to international flights, all coverages, except Trip Cancellation commence three (3) hours before the domestic flight.

Notwithstanding what is provided in these Travel Protector Plus Plan Policy General Conditions or in the Specific Policy Conditions, such guarantees will accrue only during the time the Insured spends away from Usual place of residence (for trips outside of the Philippines involving domestic flights as transit to international flights) during the first 90 days per trip for an annual cover or a maximum of 180 days or 365 days for a single continuous trip (depending on the plan chosen by the Insured passenger). After the trip that is the object of the insurance has ended and/or he/she has returned to the Usual country of residence within 3 (three) hours of actual flight arrival time, the guarantees will no longer take effect and the benefits relating to the events that occurred during travelling will cease.

The Specific Policy Conditions will prevail over what is set forth in these General conditions as far as in the Specific Policy Conditions are included the guarantees expressly subscribed by the Policyholder with the Insurer and budget by the Insurer to the Policyholder.

For avoidance of doubt, these Travel Protector Plus Plan Policy is valid for travelling or staying abroad outside the Home Country, provided that the required premium has been paid and that the Insured has the intention to return to the Usual place of residence.

The aforesaid Policy Schedule will set forth the guarantees effectively taken out, together with the Limits of or Sums Insured for each of them, as well as the scope of application of the coverage.

By virtue of this Travel Protector Plus Plan Policy, the Insurance Company guarantees to provide the Insured with immediate material help in the form of financial benefit or services, when the Insured is in difficulties as a result of an unforeseen event that occurred when the insured is travelling abroad during the period contracted in the Policy Schedule. When, as a result of an accident or illness covered by this Travel Protector Plus Plan Policy, an Insured has to extend his/her period of stay outside his/her home, the **Travel Protector Plus Plan Policy benefits granted by this section are automatically extended for that Insured person, once only and up to a maximum period of ten (10) days.** The limits referring to benefits derived from the claim that have given rise to the extension are not increased or extended.

The Insured shall submit at Insurer's Expense to medical examination as often as may be required by the Insurer in connection with any claims.

### ARTICLE 3

#### A. MEDICAL & EMERGENCY EXPENSES

The guarantees relating to the persons Insured are listed in this article, and will be rendered in accordance with the conditions set out below.

##### Medical & Emergency Expenses including Follow-up Treatment

If the Insured is admitted into a hospital as an inpatient or suffers from any medical emergency situation, the Insured or someone must contact the Company's hotline or contact number on the Insured's behalf immediately.

The company will pay up to the amount shown in the Table of Benefits for the necessary and reasonable cost incurred outside of Usual Place of Residence (For trips outside of the Philippines involving a domestic flight as transit to international flights) or outside the Philippines as a result of the Insured's becoming ill, being injured or dying during his/her trip. This includes:

- Medical, surgical and hospital treatment and ambulance cost
- The cost of Insured's return ticket to Philippines earlier than planned if this is medically necessary.
- If the Insured cannot return to Philippines as he/she originally planned, the company will pay for:
  - Extra Accommodation (Room Only) and Travel Expenses (Economy Class unless a higher grade of travel is confirmed as medically necessary to allow the Insured to return to Philippines; and.
  - Extra Accommodation (Room Only) and Travel Expenses for someone to stay with the Insured and travel home with the Insured if this is necessary due to medical advice.

The Company's medical team will maintain the telephone contacts necessary with the centre and with the doctor's attending to the Insured to supervise the provision of proper health care.

If the claim relates to the Insured's return travel to Philippines and he/she does not hold a return ticket, The Company will deduct from the Insured's claim an amount equal to his/her original carrier's published one way airfare (based on the same class of travel as that paid by the Insured for his/her outward trip) for the route used of the Insured's return.

This section does not apply if you become ill or are injured during trips outside the geographical limit of the Policy.

The coverage will be on a cashless basis if done within the accredited network of medical providers. **Otherwise, it will be paid by the Insurance Company thru reimbursement.**

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

***Insured may not claim under more than one benefit (i.e., Medical Evacuation or Medical Repatriation) which is covered under this section, for the same event if said benefit is already covered under the Emergency Medical Evacuation and Emergency Medical Repatriation sections below.***

##### Emergency Medical Evacuation and Emergency Medical Repatriation

In the event of an accident or sudden illness, the Company will take charge of transferring or repatriating the Insured to a properly equipped health centre or to his/her Usual place of residence or usual country of residence.

The Company, through its medical team, will decide which health centre the Insured is transferred to or whether repatriation is necessary, depending on the situation or gravity of the state the latter is in.

Afterwards, the Company's medical team will maintain the telephone contacts necessary with the medical centre and with the doctors attending to the Insured, and on the basis thereof will decide whether to transfer or repatriate the Insured, and on the most suitable means of transport to use.

For minor or less serious illnesses or accidents, which in the opinion of the medical team do not require repatriation, transfer will be performed in ambulance or another means of transport, to the place where adequate medical assistance can be provided.

##### Repatriation of Mortal Remains

In the event of the death of the Insured, the Company will make the arrangements necessary for his/her transport or repatriation and will meet the cost of the transfer expenses to the place of interment, cremation or funeral ceremony at his/her usual country of residence.

Payment of expenses for interment, cremation or funeral ceremony is excluded from this guarantee.

This cover is subject to a limit provided under the referred plan.

##### Emergency and Accidental Dental Expenses

The Company will meet the cost for strictly necessary emergency dental treatment of natural teeth only for the immediate relief of pain and not occasioned by the previous deteriorated state of the teeth, gums or jaws up to the limit provided at the Specific or Special Conditions of the Policy.

In case of dental treatment of natural teeth necessary solely as a result of an accident which also caused bodily injury necessitating medical treatment and not occasioned by the previous deteriorated state of the teeth, gums or jaws, the Company will meet the cost up to the limit provided at the Specific or Special Conditions of the Policy.

Crowned teeth, crowns, bridges, dentures etc. are not to be understood as natural teeth

##### Repatriation of Family Members Traveling with the Insured

When the illness or accident sustained by one of the Insured persons prevents him/her from continuing their trip, the Insurer will take charge of transferring the other Insured persons (up to a maximum of four Including Insured if under a Family Plan) to the Home Country or to the place where the Insured is hospitalised. Travel Expenses covered (Economy Class) may include charges incurred by the Insured's Family Member for the change of flight date as a consequence of the covered event to allow the other family member Insureds to return to the Philippines.

In this case, and in the event that any of the said Insured Family Members is under fifteen years of age or has a physical or mental disability and there was no one to accompany him/her, the Insurer will provide the appropriate person to attend to him/ her during the journey back to his/her usual place of residence or to the place where the Insured is hospitalised. ***(This would be covered under Child Care).***

Such Insured's Family Members should appear as Insured persons in this policy.

If the claim relates to the Insured's family member's return travel to Philippines and he/she does not hold a return ticket, The Company will deduct from the Insured's family member's claim an amount equal to his/her original carrier's published one way airfare (based on the same class of travel as that paid by the Insured for his/her outward trip) for the route used of the Insured's family member's return.

### **Compassionate Visit**

In the event that the Insured is admitted to a Hospital as an in-patient for more than five (5) consecutive days as a result of Injury or Sickness occurring during the Period of Insurance while the Insured is on a Trip and his/her medical condition does not allow evacuation and no adult member of the Insured's family is with him/her, the Insurer shall arrange for the transfer of a person chosen by the Insured or an Immediate Family Member from the Usual Place of Residence or Usual Country of Residence of the Insured. The Insurer shall meet the cost in respect of an economy round trip transfer to the place of hospitalization and shall reimburse a daily cash benefit for necessary and related accommodation, meals and transportation expenses until the Insured is medically fit for discharge, subject to the limits stated under Policy Schedule.

### **Return of Minor Children**

In the event that the Insured is admitted to a Hospital as an in-patient for more than five (5) consecutive days, as a result of Injury or Sickness occurring during the Period of Insurance while the Insured is on a Trip accompanied by a Minor Dependent, and there is no adult to accompany the Minor Dependent, the Insurer shall meet the cost in respect of an economy round trip transfer of one (1) Immediate Family Member from the Usual Place of Residence or Usual Country of Residence of the Insured to accompany the Minor Dependent, and shall reimburse a daily cash benefit for necessary accommodation, meals and transportation expenses subject to the limits stated under Policy Schedule.

***Insured may not claim under more than one of the benefits under this section if said benefit is already covered under Emergency Medical Evacuation and Emergency Medical Repatriation or other relevant sections of the program***

### **Advance of Bail Bond**

The Company thru its service provider \_\_\_\_\_ will advance funds for any legal bond required on behalf of an Insured up to the policy limit.

The Insured will be required to pay within 45 days any sum advanced by the company for the service provider. The Company for the service provider will require valid authorization prior to any fund advance related to such requirement. Any delay of payment will imply an interest of 0.5% per month.

### **Advance of Money**

If, during a trip abroad, the Insured were deprived of cash as a result of robbery, loss of baggage or credit card, illness or accident, and subject to prior presentation of the relevant vouchers, certificates or complaints reported, the Company thru its service provider \_\_\_\_\_ will arrange to forward cash up to the limit of the policy, provided that the amount requested is deposited beforehand at the registered offices of service provider in that country, as feasible / applicable.

The cash advanced will have to be repaid by the Insured to the company for the service provider within 14 days. Any delay of payment will imply an interest of 0.5% every 14 days.

## **B. CANCELLATION EXPENSES OR CURTAILMENT**

### **Travel Cancellation Expenses / Cancelling Insured's Trip Before Departure**

The Company will pay up to the amount shown in the Table of Benefits for unused and non-refundable portion of the following which have been paid in advance for the following

- Travel and accommodation expenses and pre-paid meal expenses which the Insured paid or agreed to pay under a contract and which he/she cannot recover from any sources.
- The cost of excursions, tours and activities which the Insured paid for and which he/she cannot recover from any sources due to any of the following:

a) **Insured's unforeseen death, serious injury or illness**

b) **The unforeseen death, serious injury or illness of the Insured's Immediate Family Member/s and Insured's Relative/s**

*However, Trip Cancellation due to Insured and Insured Immediate Family and Insured's relatives' pre-existing illnesses under medical treatment within previous 30 days to the contracting of the policy are NOT covered. If the medical treatment was done more than 31 days before contracting of the policy, the Insured will be covered.*

c) **Serious damage caused by fire, explosion, robbery or by force of nature in Insured's Usual Place of Residence in the Home Country, the Philippines or the Insured's own oriented business premises, which rendered them uninhabitable or under serious risk of greater damage occurring which justify indispensably his /her presence.**

d) **Unexpected outbreak or strike, riot or civil commotion at the planned destination arising out of circumstances beyond the Insured's control**

e) **Tropical disease or outbreak (i.e., MERS-CoV and the like) in the country of destination but excluding epidemic and pandemics**

*For items d & e, these items, under these benefits are limited to individuals only.*

The guarantee will only be valid if the travel insurance was bought at least three (3) days prior to Insured's departure date provided that Insured has no knowledge of any unforeseeable circumstances that will possibly lead to cancellation of the trip.

However, in cases where an airline ticket was purchased using frequent flyer or similar air points, The Company will pay the Insured frequent flyer or similar air points lost following cancellation of Insured's air ticket. The amount payable will be calculated as follows:

- i. If the airline will not refund the Insured's point, The company will refund to the Insured the cost of equivalent class air ticket based on the quoted retail price at the time the ticket was issued.
- ii. If the airline will only refund a portion of the Insured's point, The Company will refund to the Insured the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, less the value of the portion of the Insured's point refunded back to him/her.

The Insured will be under the obligation to notify his/her travel provider and the Company of the cancellation of the trip as soon as he/she has knowledge of the event causing it, and the Company will be exempted from compensating the expenses or penalizations that accrue from the moment of that notification in the event of failure to fulfil this obligation.

In order to claim compensation for this benefit, the Insured must submit the following documents:

1. Copy of the document vouching for the occurrence of the accident (medical report or death certificates, etc.) that document must of necessity, reflect the date of the occurrence (admission to hospital, death and accident), the diagnosis or type of damage, the clinical or background history, and the treatment prescribed.
2. Original copy of the invoice and/or receipts from paying the agency for the trip, and a copy of the travel voucher issued by the agency.
3. A copy or photocopy of the cancellation expenses invoice by the travel wholesalers to the retail agency, and a copy of the general conditions of sale of the wholesaler.
4. The original cancellation document issued by the travel agency, as well as the cancellation expenses invoice or payment slip thereof. This cover is subject to a limit provided by the preferred plan.

### **Trip Curtailment or Cutting Insured's trip short**

If the Insured needs to return home to the Philippines or return to his/her Usual place of residence in the Philippines earlier than planned and he/she wants the Company to pay, the insured must contact/call the Company's hotline number for approval immediately.

The benefits relating to a trip curtailment comes into force from the time the trip begins (boarding the means of group transport used on the trip) and terminates on the day when the travel object of the insure ends.

The guarantee will only be valid if the travel insurance was bought at the time of booking of the trip or at least a day prior to Insured's departure date.

The Company will provide this cover up to the limit stated in the Policy Schedule for the proportional part of the value of the journey forfeited (which are non-refundable) if the cutting short of the Insured's trip is necessary and unavoidable as a result of the following:

- a) **Insured's treating medical practitioner certifying that he/she is unfit to continue with the original itinerary Serious illness, serious bodily accident or death sustained by the Insured during Insured's trip object of insurance.**
- b) **The unforeseen death, serious injury or illness of the Insured's Immediate Family Member/s and Insured's Relative/s**  
*Trip Termination due to Insured and Insured Immediate Family and Insured's relatives' pre-existing illnesses under medical treatment within previous 30 days to the contracting of the policy are NOT covered. If the medical treatment was done more than 31 days before contracting of the policy, the Insured will be covered*
- c) **Serious damage caused by fire, explosion, robbery or by force of nature in Insured's Usual Place of Residence in the Home Country, the Philippines or the Insured's own or rented business premises, which rendered them uninhabitable or under serious risk of greater damage occurring which justify indispensably his /her presence.**
- d) **Unexpected outbreak or strike, riot or civil commotion at the planned destination arising out of circumstances beyond the Insured's control**
- e) **Tropical disease or outbreak (i.e., MERS-CoV and the like) in the country of destination but excluding epidemic and pandemics**

For items d & e these benefits are limited to individuals only.

The guarantee will only be valid if the travel insurance was bought at least three (3) days prior to Insured's departure date provided that Insured has no knowledge of any unforeseeable circumstances that will possibly lead to curtailment of the trip.

Insured must get written confirmation from the appropriate authority stating full details of the incident. He/She must keep all receipts for the extra expenses he/she pay.

The company will only pay if the insured have already departed Philippines and are not being reimbursed for these expenses under any other benefits in this policy.

### C. **LOSSES, DAMAGE AND DELAYS**

The guarantees relating to delays are set forth in this article, and will be provided in accordance with the conditions set out below.

In all cases, the original certificate of the air carrier regarding the occurrence of the delay must be furnished.

The aviation risk is covered only if the Insured makes lawful use as a passenger of an aircraft fitted out for a passenger transport whilst being used for civil aviation.

#### **Delayed Departure / Flight Delay – Outbound & Inbound**

The company will pay up to the amount shown in the Table of Benefits if during a trip, the Insured's final International departure from or returning to the Philippines by aircraft is delayed for more than six (6) hours due to natural disaster (except due to poor weather conditions), technical failure, and intervention by the authorities.

This section will reimburse the Insured up to the maximum benefit amount after six (6) hour delay, if the Insured's flight is delayed for more than six (hours).

We will pay after a six (6) hour period that Insured is delayed (up to the amount shown in the table of benefits), as long as Insured eventually goes on the trip.

What the Insured is covered for if the first part of Insured's booked outward or final return international journeys (by aircraft, ship, cruise ship, coach or cross-channel train) is delayed because of a covered event, the Insurance Company will pay for delayed departure up to the amounts shown on the table of benefits. Insured must be delayed by at least over 6 hours on said trip. The company will indemnify the Insured Person for the cost of the additional expenses (transport and hotel accommodation, as well as maintenance (meals) incurred, toiletries and necessary clothing, as a result of delay up to the maximum limit of the Insured's plan.

The Insured must obtain written confirmation from the appropriate transport company or authority stating the reason for the delay and how long the delay lasted.

#### **BENEFITS FOR LUGGAGE**

The guarantees relating to luggage and personal possessions that belong to the insured, are those listed in this article, and will be provided according to the conditions set out below.

**In all cases, the original certificate of the carrier or complaint reporting the occurrence of the claim must be furnished.**

#### **Delayed in the arrival of Luggage / Luggage Delay / Delayed Baggage (Outbound Only)**

The Company will pay the Insured up to the maximum limit for the purchase of necessary clothing and toiletries if the checked-in baggage accompanying the Insured has been delayed, misdirected or temporarily misplaced in delivery for more than six (6) hours from the time of the arrival at the overseas destination.

1. There is no cover under this section if the Insured's baggage is delayed on his/her final inward journey returning home.
2. The Insured must get written confirmation of the length of the delay from the appropriate airline or Transport Company and the insured must keep all receipts for the essential items he/she bought. If the Insured's baggage is permanently lost, The Company will deduct any payment The Company made for delayed baggage from the insured's overall claim for baggage.
3. All such claims shall be accompanied by documents duly certified by the Airline attesting to the occurrence of the event.

**The Insurance Company will take any payment made for delayed baggage from the amount of any claim if Insured's baggage is permanently lost (i.e., checked-in baggage).**

#### **BAGGAGE LOSS OR DAMAGE**

##### **Compensation for in-flight loss, robbery or destruction of baggage checked-in**

The Company will supplement for lost checked-in baggage by an airline, *only the portion that is not covered by the airline baggage limit of liability* as set by the airline, up to the limit stated in the Policy Schedule, as a sum of both compensation payments, for the collection of baggage and possessions checked-in by each insured, in the event of loss, stolen, or total or partial destruction during the carriage by air performed by the carrier, for the purpose of which the Insured shall furnish a list of the contents including the estimated price and date of purchase of each item, as well as the settlement of the compensation payment by the carrier. Compensation payment for loss, stolen or partial destruction will be calculated according to the procedures recommended by the international carriage by air organizations.

The minimum period of time that must elapse for the luggage to be considered to have been lost once and for all will be that stipulated by the carrier company, with a **minimum of twenty one (21) days**.

Valuable Articles, Money, jewellery, debit and credit cards, and any type of document are excluded from this benefit.

Compensation payments received under this benefit will be net of the compensation received for the delay of that baggage under this policy.

## **BENEFITS FOR TRAVEL DOCUMENTS**

### **Loss of Travel Documents**

The Company will pay up to the amount shown in the Table of Benefits for the cost to replace the documents plus the cost from travel needed to obtain the new passport or documents as well as the accommodation expenses until it has been obtained should the trip have extended past the return date planned, up to the limit of the plan for replacing the following items;

- Passports
- Travellers Cheques (if these cannot be refunded by the provider)
- Visa

The cost of replacing the Insured's passport includes the necessary and reasonable cost the Insured pay overseas associated with getting a replacement passport to allow the Insured to return to the Philippines.

This guarantee does not include the maintenance expenses (i.e. meals) of the insured.

## **B. PERSONAL ACCIDENT**

### **ELIGIBILITY:**

**The following persons are not eligible under the Personal Accident cover of this Policy:**

- (a) Persons over the maximum insured age (per respective travel plans) at the moment of the insurance underwriting
- (b) Minors may only be insured if there is a written authorization signed by their legal guardian/s. In any case, the Accidental Death coverage cannot be taken out for children under 18 years of age or disabled unless they travel under the family plan (as applicable).
- (c) Those who have not given their written consent, save where their interest in the policy may be assumed for some other reason.
- (d) Insured intending to travel more than the maximum allowable trip duration per travel plan, non-residents in the country and those who have initiated the trip prior to insurance underwriting.
- (e) Groups of over 50 people.

**Insured travelling for work reasons (paid or otherwise), undertaking physical or manual hazardous activities such as: driving vehicles, use of machinery, loading and unloading working at heights or in confined spaces, assembly of machinery, working on floating or underwater platforms, mines or quarries, use of mechanical substances, laboratory work of any kind and any other hazardous activities.**

### **• OBJECT AND SCOPE OF INSURANCE UNDER PERSONAL ACCIDENT:**

#### **“TWENTY FOUR (24) HOUR” COVER:**

This Insurance covers accidents the Insured may suffer at any time, twenty four hours a day, during the trip.

The indemnity limit for this cover is that provided under the Policy Schedule. Nevertheless, if the Insurance Company has paid an indemnity under the Disability cover, as a result of the same accident, it shall indemnify the difference between the amount paid and the insured sum in the event of death.

**The indemnity limit for all the affected Insureds by the same accident is USD 2,000,000.00, regardless the number of Insureds or policies involved.**

### **• PERSONAL ACCIDENT BENEFITS**

#### **ACCIDENTAL DEATH**

According to the present article of these General Conditions, an **accident** is:

1. The bodily injury suffered during the term of the contract, which derives from a violent, sudden, external cause and one that is not intended by the Insured. For the purposes of this policy, the following shall also be construed to be accidents:
  - i) Asphyxia or injuries as a consequence of gases or vapours, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.
  - ii) Infections resulting from an accident covered by the policy.
  - iii) Injuries that are a consequence of surgical operations or medical treatments resulting from an accident covered by the policy.
2. Where an accident should lead to the death of the Insured, the Company shall pay the Beneficiary the **sum determined for this eventuality**.
  - . If as a result of an accident covered by the policy the Insured person/s should die, the Company will pay the beneficiary the Sum Insured set forth in the Specific Conditions for that purpose. The maximum compensation for one single loss for the group of persons Insured in the complete set of its policies is **USD 2,000,000.00** regardless of the number of persons affected
3. If, prior to the death, the Insurance Company should have paid an indemnity for disablement, as a result of the same accident and this had occurred in less than one year, it shall indemnify the difference between the amount paid and the insured sum in the event of death. Should the indemnity already paid out be greater, the Insurance Company shall not be liable to pay out any further amounts.
4. If, upon death of the Insured, there should be no designated beneficiary, nor rules to decide upon one, the insured sum shall go on to form part of the insured estate. Where there are several beneficiaries, and save agreement to the contrary, payment of the sum insured shall be divided equally between them, or in proportion to their share of the estate, where those designated are the legal heirs. That part not received by a beneficiary shall augment all the others, save agreement to the contrary, except in the case where any of them should be a wilful causer of the accident. In such a case, any designation in favour of the same shall be deemed null and void and the corresponding part not received shall go on to form part of the Policyholder's estate.

In order to obtain payment of the Insured Sum the Policyholder or the Beneficiaries should furnish the Company with the following documents:

- ii. Insured's Birth Certificate and Death certificate
- iii. Those that prove the Beneficiaries' identities. Should they be the legal heirs, it shall also prove necessary to present the declaration of heirs decreed by the competent Court.
- iv. Where the beneficiaries are duly designated in a will, a certification from the General Registry of Last wills and Testaments, together with a first copy thereof, will be required.
- v. Letter of payment or declaration of exemption from Inheritance Tax, duly issued by the corresponding Tax Delegation.

## **PERMANENT DISABILITY OR DISABLEMENT**

- a) This shall be deemed to consist of the permanent anatomic loss or lack of functionality or limbs or organs as a result of an accident.

The amount of the indemnity shall be determined by applying to the Sum Insured the percentages established in the Injury Table of this Benefit.

If the Insured die before determination of the permanent disablement, and the death is not a result of the accident, then the right to the benefit remains. The benefit is determined based on the expected definite degree of disablement based on the medical reports, if the Insured has not died.

**Maximum payable Total Permanent Disablement 100%**

**Percentage of indemnity**

**Head and nervous system**

• Complete mental derangement	100
• Maximum expression of epilepsy	60
• Total blindness	100
• Loss of one eye or the sight thereof, where the other had previously been lost	70
• Loss of one eye, while conserving the other, or reduction of binocular vision to 50%	25
• Operated bilateral traumatic cataract	20
• Operated unilateral traumatic cataract	10
• Total deafness	50
• Total deafness in one ear, having previously lost hearing in the other	30
• Total deafness in one ear	15
• Total loss of sense of smell or taste	5
• Total mutism with impossibility of emitting coherent sounds	70
• Ablation of the lower jaw	30
• Grave disorders in the articulations of both jawbones	15

**Spine**

• Paraplegia	100
• Quadriplegia	100
• Mobility limitations as a result of vertebral fractures, without neurological complications or grave deformations of the spine: 3 per cent for each vertebra affected, up to a maximum of.....	20
• Barré-Lieou syndrome	10

**Thorax and Abdomen**

• Loss of a lung or a reduction to 50 per cent of lung capacity	20
• Nephrectomy	10
• Enterostomy	20
• Splenectomy	5

**Upper Limbs**

• Amputation of an arm from the articulation of the humerus	100
• Amputation of an arm at the level of, or above, the elbow	65
• Amputation of an arm below the elbow	60
• Amputation of a hand at the level of, or below, the wrist	55
• Amputation of four fingers of a hand	50
• Amputation of a thumb	20
• Total amputation of an index finger or two joints thereof	15
• Total amputation of any other finger or two joints thereof	5
• Total loss of movement of a shoulder	25
• Total loss of movement of an elbow	20
• Total paralysis of the radial, cubital or median nerve	25
• Total loss of movement of a wrist	20

**Pelvis and Lower Limbs**

• Total loss of movement of a hip	20
• Amputation of a leg above the knee	60
• Amputation of a leg, while conserving the knee	55
• Amputation of a foot	50
• Partial amputation of a foot, while conserving the heel	20
• Amputation of a big toe	10
• Amputation of any other toe	5
• Shortening of a leg by 5 cm or more	10
• Total paralysis of the external popliteal sciatic nerve	15
• Total loss of movement of a knee	20
• Total loss of movement of an ankle	15
• Serious walking difficulties subsequent to the fracture of one of the heel bones	10

b) Applying the table of injuries shall be governed by the following principles:

a. **When the injuries affect the non-dominant upper limb**, the left of a right-handed person or vice versa, **the indemnity percentages for the same shall be reduced by 15 per cent**

b. In order to determine the said percentages, neither the Insured's profession or age, nor any other factor not included in the table shall be taken into account.

c. The accumulation of all the disablement percentages arising from the same accident shall not give rise to an indemnity of over 100 per cent.

d. The total lack of functionality of some limb or organ shall be considered as total loss thereof.

e. The sum of diverse partial percentages related to the same limb or organ shall not exceed the percentage of indemnity established for the total loss thereof.

f. Those types of disablement not expressly specified shall be indemnified by analogy with other cases that do appear therein.

g. Partial limitations and anatomic losses shall be indemnified proportionally, with respect to the total loss of the affected limb or organ.

h. In the event that, prior to the accident, some member or organ suffered amputations or functional limitations, the percentage of the indemnity shall be the difference between the pre-existing disablement and that present after the accident.

c) For the purposes of the definitive indemnity, the degree of disability shall be determined by the Company whenever the Insured's physical condition is medically recognized as being definitive and the corresponding medical certificate of incapacity is provided. Where twelve months pass from the date of the accident, without the above being established, the Insured may request from the Insurance Company a further period of up to twelve months more, after which time the latter must determine the disability on the basis of what it believes, will be the definitive condition.

d.) Should the Insured not accept the Insurance Company's proposal, duly made in accordance with the medical certificate of incapacity and in line with the scale outlined in the policy, the following rules shall apply:

a. Each party shall appoint a medical expert and their written acceptance must be duly recorded. Should one of the parties not make such an appointment, he shall be obligated to do so within eight days of the date on which the party who had once done so requires him to comply; should the former still not name anyone within this period, it shall be taken that he accepts the report issued by the other party's appraiser and he shall be duly bound by it.

b. Where the experts reach an agreement, this shall be reflected in a joint report, which shall state the causes of the loss, the degree of disability, any other circumstances that have a bearing on the determination of the same and the corresponding percentage of indemnity proposed.

c. Where no agreement between the medical experts is forthcoming, both parties shall agree on the designation of a third appraiser. Should this agreed destination not prove possible, this shall be incumbent on the Judge of First Instance corresponding to the Insured's address, in an act of voluntary jurisdiction and in keeping with the procedures envisaged for the selection of appraisers under the Philippine law of civil procedure

d. Should the experts' report be challenged, the Insurance Company shall pay the minimum amount that could be due according to the knowledge it possesses. Otherwise, it shall pay within five days the amount of compensation indicated by the said experts.

• **AGGRAVATION OF THE RISK**

Throughout the contract period, the Policyholder or the insured must inform the Insurance Company, as soon as possible, of any and all circumstances that increase the risk and are of such a nature that, had the latter been aware of the same at the inception of the contract, it would not have entered into this contract or it would have concluded it with more onerous conditions.

The following are deemed aggravating circumstances:

a) **A change of the insured's activity or occupation, even where this is temporary, that implies a greater possibility of accidents with respect to the situation declared.**

Domestic work or repairs carried out on a non-profit basis shall not be considered on this.

b) **Permanent incapacity or disability and chronic diseases suffered by the Insured as a result of events not covered by this Policy.**

**OBLIGATIONS IN CASE OF LOSS**

The Insured is duly obligated, save for some justified reason, to agree to an examination by the doctors the Insurance Company may designate, where it deems this necessary in order to complete the reports furnished, and, at the Company's expense, attend the corresponding medical facilities for said examination.

The Policyholder, the Insured, or where appropriate, the beneficiaries shall be obligated to furnish the Company with all manner of information the latter may require in order to adequately judge the case, in relation to the circumstances or state of health of the Insured prior to the occurrence of the loss incident.

**The Insured shall be responsible for any injury that, through their acts or omissions, may be cause to the Company in its right to subrogation.**

The actions arising from this insurance contract shall prescribe after five (5) years, as from the date on which they may be exercised.

**E. 24 HOUR WORLDWIDE TRAVEL ASSISTANCE SERVICES**

**Pre –Trip Assistance**

The Company shall provide the following travel-related information to Insured and Insured's companion (if under a Family Plan):

**General information (embassies, vaccinations and entry requirements)**

The Insured who travels abroad may ask the Insurer for information about obtaining the Visa needed to travel to the destination country of the trip for which the policy is taken out, as well as about the vaccinations necessary or recommended by doctors or Proper Authorities.

Such information shall be requested at least seven (7) days before the start of the trip.

**Location and forwarding of luggage and personal effects**

The Insurer will furnish the Insured with advice on reporting the robbery or loss of his/her luggage and personal effects, and will collaborate in arrangements for locating them.

In the event that the aforesaid personal effects should be recovered, the Insurer will take charge of forwarding them to the place of the trip planned by the Insured or to his/her usual place of residence in the Home Country. In this event, the Insured is under an obligation to return the compensation received for the loss, robbery or destruction in accordance with this policy.

**Weather and Foreign Exchange Information Services**

The Insurer will provide travel information on weather and foreign exchange of a particular territory, as requested by the Insured.

**Interpreter Referral**

The Insurer will provide referrals to interpreter services in the event of an emergency. A fee will be charged if personal presence or customized services are required.

**Lost Passport Assistance**

If the Passport, Identity Card, Residence Permit and/or driver's license of the Insured are stolen or lost while the insured is abroad, the Insurer will provide contact information to Insured of the nearest Philippine embassy.

**Relay of Urgent Messages**

The Insurer will take charge of relaying the urgent messages of the insured, relating to any of the events covered in the policy.

**ARTICLE 4 : SPECIFIC EXCLUSIONS**

**A. CANCELLATION AND CURTAILMENT :**

1. The excess (as applicable) as shown in the Table of Benefits.
2. Any change of plans because the Insured or his/her travelling companion change his/her mind and decide not to proceed with the original trip or choose not to travel.
3. Any cost that would not have been incurred had the Insured told the appropriate holiday company, including but not limited to tour operators, travel agents, transport providers, or accommodation providers, as soon as the Insured knew that he/she had to cancel his/her trip.
4. The Insured being unable to travel due to a failure to obtain the passport or visa needed for the planned trip, or failing to check in according to the Insured's itinerary or the time advised to him/her.
5. Cost which the Insured paid on behalf of any other person, unless that person is also an Insured person named on the Insured's Policy Schedule.
6. Any terrorist act or any loss incurred as a result of any intentional use of military force or other intervention by a government or official authority to intercept, prevent or mitigate any known or suspected terrorist act.
7. a.) Claims arising from Insured's business (other than severe damage to Insured's business premises) or employment, including but not limited to, not being able to take leave from that employment. This exclusion will not apply to the Insured being involuntarily retrenched from his/her usual full time employment in the Philippines.  
b.) Claims arising from the Insured's financial or contractual obligations or those of his/her travelling companion, relative or business associate.
8. Cancellation, delays or rescheduling caused by the carrier, but only in relation to the amount paid in advance to the same carrier that is responsible for the cancellation, delay or rescheduling.
9. An aesthetic treatment, a cure, a travel or vaccination contraindication, the fact that it is impossible to continue in certain destinations the preventive medical treatment advised.
10. Epidemics and pandemics
11. Failure to furnish, for any cause, the documents indispensable for any travel, such as Passport, Visa, Tickets, Identity Card or Vaccination Certificates.
12. Non-emergency dental treatment and rehabilitation treatments
13. Illness sustained by persons aged more than the maximum age limit (i.e., 75 years old)
14. Mental or nervous illness or anxiety
15. Expense arising from illness or injury where Insured;
  - are proposing to travel against a doctor's advice;
  - are receiving, or are on a waiting list for in-patient treatment in a hospital or nursing home
  - have received a terminal prognosis

16. Any claim relating to a medical condition for which Insured received treatment in the twelve (12) months prior to arranging cover.
17. Any amount recoverable from a travel agent, tour operator, carrier or any other source
18. Pregnancy or childbirth of Insured, Relative and Immediate Family Members
19. Insured failing to allow sufficient time to reach his/her departure point from Insured's Home Country in time
20. Visa - cost of visas which the Insured paid for and which he/she cannot recover from any sources.
21. Travel arrangements made more than a day before taking out the insurance

**The insurance premium cannot form part of any claim**

**B. LUGGAGE COVER:**

The cover shall not be provided for the following:

- 1.) Merchandise, material of a professional nature, collections, securities of any kind, identity documents and, in general, any paper documents and share instruments, credit cards, any contents stored on electronic and/or computer media, documents recorded on magnetic strips or filmed, prostheses, spectacles and contact lenses. For these purposes, personal computers shall not be considered professional material.
- 2.) Any losses resulting from an object not delivered into the safekeeping of a carrier simply being misplaced or forgotten.
- 3.) Damages due to normal usage or wear and tear, inherent vice or the effects of the elements.
- 4.) Robbery while staying at a camping or caravan site, or in any non-permanent accommodation.
- 5.) Damage suffered by luggage that is not adequately packaged or identified, as well as fragile or perishable goods.

**C. LUGGAGE LOSSES AND DELAYS:**

These baggage losses and delays are not guaranteed when they are brought about by:

- a. Wear and tear, depreciation, moth, vermin, mechanical or electrical breakdown, any process of cleaning or restoration or alteration, atmospheric or climatic conditions or any gradually operating cause;
- b. Breaking of china, pottery, glass or other brittle articles, other than photographic and telescopic lenses;
- c. Delay, detention or confiscation by Customs or other officials;
- d. Loss or damage to sports equipment.
- e. Contact or corneal lenses, dentures, hearing aids, cycles, unset precious stones, motor vehicles and their accessories, water craft and their accessories, caravans, trailers and trailer tents and their accessories, and property carried in connection with any business, profession or trade;
- f. Failure by Insured to take ordinary and reasonable precautions for the safety of Insured's Luggage, clothing and personal effects. Theft of luggage when left unattended, other than when locked in secured premises (hotels, etc.) or locked out of sight, in the boot of a motor vehicle, but only during the hours of daylight. Except that Valuable Articles are not covered, at any time, when left unattended in a motor vehicle, whether in a locked boot or not;
- g. Theft of Valuable Articles from tents and/or caravans is also not covered when these are left unattended;
- h. Any unaccompanied luggage;
- i. Losses resulting from currency fluctuations;
- j. Sports equipment whilst in use;
- k. Any article of a value greater than USD 200 if not accompanied by the original bills of purchase and proof of ownership;
- l. An extra deduction of the value of any articles if not accompanied by the original bills of purchase and proof of ownership;
- m. Any articles not documented on the police report, or other official report, compiled at the time that the theft is reported to the respective authority.
- n. Accessories and subscriptions of mobile/satellite telephones.
- o. Valuable Articles
- p. Valuable Documents
- q. Lack of Ordinary care: Insured must handle his/her luggage – and in particular his/her Valuable Articles and Valuable Documents – with as much care as possible or use the safest storage space in order to prevent theft, loss or damage as much as possible.
- r. Ordinary care is lacking among other things in case of transportation with a motor vehicle:
  1. If Insured leaves behind Valuable Articles and Valuable Documents in a car, caravan/camper or motorcycle;
  2. If the remaining luggage in the car, caravan/camper or on the motorcycle is not stored in:
    - a separate, locked boot in a passenger car;
    - a boot of a hatchback (3-door or 5-door) passenger car including an estate car which has been covered by a roller sheet, back shelf or similar means;
    - the interior of a camper, delivery van, car or caravan allowing no outside view on the goods due to a properly fixed provision; a properly fixed and locked luggage boot or luggage compartment.
  3. If during a stay, Insured fails to take the remaining luggage practically packed in suitcases or bags to the accommodation address; in case of transportation by a passenger transport Insurer:
  4. If during the flight or the journey by train, bus or boat Insured has not transported Valuable Articles, Valuable Documents, breakable goods, and as hand-luggage;
  5. During a stay at the holiday destination: if Insured leaves Valuable Documents, Valuable Articles and luggage behind unattended in a not properly locked space. In all these situations, there is no right to indemnification if in the given situation Insured has failed to take the measures that could reasonably be expected of Insured in order to prevent or limit any damage.
 

Safe measures include, among other things, storage in a safe of Valuable Articles and Valuable Documents.

**D. LOSSES, DAMAGE AND DELAY:**

**These baggage losses and delays are not guaranteed when they are brought about by:**

1. Types of property as follows: pets, motor vehicle (including its accessories), motor cycle, motor vessel, caravans/camper, trailers and trailer tents and their accessories, other transportation means, sports equipment, fruit, household appliances, antiques, manuscript, jewelry, gems, wrist watch, contact or corneal lens, hearing aids, artificial limbs, valuable documents, cash, musical instrument, false denture, all types of securities, credit cards, water craft and their accessories.
2. Loss, or damage caused by normal usage, germ, nature/condition of the goods, or the damage is caused by the process of or resulting from use.
3. Loss of or damage to rented equipment or to property directly or indirectly caused by quarantine, confiscation by the government or smuggling risk or illegal transport of trade
4. Loss of or damage to property which is insured by another insurance policy or indemnified by another Public Air Transportation company, hotel or another party.

5. Loss of or damage to your luggage which is sent in advance separately.
6. Loss of or damage to your luggage or personal belongings which are left unattended in a public space
7. Failure by Insured to take ordinary and reasonable precautions for the safety of Insured's luggage, clothing and personal belongings. Theft of luggage when left unattended is excluded except when locked in secured premises (hotels, etc) or locked out of sight, in the boot of a motor vehicle except that valuable articles are not covered, at any time, when left unattended in a motor vehicles
8. Insured's carelessness and lack of supervision when storing and securing such items.
9. Loss of or damage to merchandise or samples thereof.
10. Loss of or damage to data stored in a cassette, memory card, disk and other storage media.
11. Loss of or damage to pottery, glass or other items which are fragile or brittle other than photographic or telescopic lens.
12. Mysterious or illogical disappearance
13. Wear and tear, depreciation, moth, vermin, mechanical or electrical breakdown, any process of cleaning or restoration or alteration, atmospheric or climatic conditions or any gradually operation cause.
14. Delay, detention or confiscation by customs
15. Loss, stolen or damage to sports equipment except you have purchased the add-on Sport & activities or Winter Sport cover
16. Any article of a value greater than USD 200 not accompanied with official receipts and proof of ownership will not be covered.
17. An extra deduction of the value of any articles if not accompanied by the original bills of purchased and proof of ownership.
18. Any articles not documented on the police report, or other official report, compiled at the time that the theft is reported to the respective authority
19. Accessories and subscription of mobile/satellite telephones
20. Valuable Articles
21. Valuable Documents
22. Theft of Valuable Articles from tents and/or caravans is also not covered when these are left unattended
23. Any unaccompanied luggage
24. Losses resulting from currency fluctuations;
25. Breakage or damage to items of a fragile nature other than photographic or telescopic lens;
26. Sports equipment whilst in use;
27. Lack of Ordinary Care: Insured must Handle his/her luggage – and in particular his/her Valuable Articles – with as much care as possible or use the safest storage space in order to prevent theft, loss or damage as much as possible.
28. Ordinary care is lacking among other things in case of transportation with a motor vehicle:
  - i. If insured leaves behind Valuable Article in a car, caravan/camper or motorcycle;
  - ii. If the remaining luggage in the car, caravan/camper or on the motorcycle is not stored in:
    - a. A separate, locked boot in a passenger car;
    - b. A boot of a hatchback (3-door or 5-door) passenger car including an estate car which has been covered by roller sheet back shelf or similar means;
    - c. The interior of a camper, delivery van, car or caravan allowing no outside view on the goods due to a property fixed provision;
    - d. A properly fixed and locked luggage boot or luggage compartment
  - iii. If during a stay, Insured fails to take the remaining luggage practically packed in suitcases or bags to the accommodation address; in case of transportation by a passenger transport insurer:
  - iv. During a stay at the destination: If insured leaves Valuable Articles and luggage unattended in a not properly locked space. In all these situations, there is no right to indemnification if in the given situation insured has failed to take the measures that could reasonably be expected of Insured in order to prevent or limit any damage. Safe measures include among other things, storage in a safe of valuable articles.
  - v. If during the flight or the journey by train, bus or boat Insured has not transported Valuable Articles, Valuable Documents, breakable goods and medicines as hand-luggage
29. Breakage or scratching of fragile objects or breakage of sports equipment while being used (unless the Insured's claim is for damage to winter sports equipment and the Insured have purchased add-on for Winter Sport Cover)
30. Damage due to scratching or denting unless the item has become unusable as a result of this.
31. If the Insured property is legally delayed, held or confiscated by Customs, the police or other officials.
32. If the Insured's baggage is delayed on his/her inward journey returning home.
33. Loss of jewellery (other than wedding rings) while swimming or taking part in physical, sporting or adventure activities.
34. Loss of data or losses caused by mechanical or electrical breakdown or damage caused by leaking powder or fluid carried within the Insured's baggage.
35. Loss, theft or damage to contact lenses, sunglasses, prescription glasses or spectacles, dentures, hearing aids, artificial limbs, paintings, household equipment, mobile phones (including prepaid minutes the insured have not used, mobile rental charges or payments), bicycle and their accessories, motor vehicles and their accessories, marine craft and equipment or item of a perishable nature (meaning items that can decay or rot and will not last for long, for example, food).

#### **E. EXCLUSIONS TO PERSONAL ACCIDENT BENEFITS :**

- 1. The Company does not cover the consequences originated or produced by the following:**
  - a. Bad faith on the part of the Insured or those intentionally caused by the same, save where the damage was sustained in order to avoid something worse.
  - b. Wars, with or without prior declaration, and any conflicts or international interventions using force or duress. Events arising from terrorism, mutiny or crowd disturbances. As well as damage caused during the course of strikes.
  - c. Events or actions of the Armed Forces or security Forces in peace time.

- d. Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, typical cyclonic storms, falling objects from space and aerolites, and in general, any extraordinary atmospheric, seismic or geological phenomenon.
  - e. Fall of sideral bodies and meteorites
  - f. Those derived from radioactive nuclear energy.
  - g. Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity
  - h. Accidents caused by the Insured's participation in criminal acts, or as a result of his / her fraudulent, seriously negligent or reckless actions.
  - i. Accidents suffered as a result of being inebriated or under the effect of drugs, toxics or narcotics. Inebriation shall be taken to mean when the blood alcohol level is greater than 0.50 grams per 1.000 cubic centimetres, or the Insured is fined or convicted for this cause.
  - j. Intoxication or poisoning from the consumption of foodstuff.
  - k. Infectious diseases, such as sleeping sickness, malaria, Paludism, yellow fever and, in general, illnesses of any kind, fainting fits, syncope, strokes, epilepsy or epileptiforms and caused by any kind of loss of consciousness as a result of an accident as the latter is defined in these General Conditions.
2. The consequences of accidents that occurred prior to the coming into force of this insurance are also excluded, despite the fact that they become apparent during its lifetime, as well as the consequences or after-effects of an accident covered which become apparent after the three hundred and sixty five (365) days subsequent to the date on which it occurred
3. Unless expressly included in the Private or Special conditions and subject to payment of the relevant surcharge premium, the consequences of the following are excluded from the guarantee object of this contract:
- a.) Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, hot air ballooning, free falling, gliding and, in general, any sport or recreational activity that is notoriously dangerous.
  - b.) Participation in competitions or tournaments organized by sporting federations or similar organizations.
  - c.) The use, as a passenger or crew, of means of air navigation not authorized for the public transport of travellers, as well as helicopters.
  - d.) Accidents due to a physical or manual risk activity (paid or not) such as: driving of vehicles, use of machinery, loading and unloading, work in heights/levelling or confined locations, assembly of machinery, undertaking work on floating or underwater / sub-aquatic platforms, mines or quarries, use of chemical substances, laboratories of any kind, and any other dangerous activities.

**Specific exclusions on Accident Benefit:**

Accident benefits are not guaranteed when they are brought about by:

- a) Accidents as a consequence of a risky undertaking in which the Insured has recklessly endangered his or her life or body, unless this risky undertaking was reasonably necessary for legitimate self or attempts to save himself or herself, others, animals or goods.
- b) Accidents which arise as a consequence of a sickly condition or as a consequence of the Insured's.
- c) An accident for which Insurer was obliged to pay indemnification under this insurance.
- d) Psychic affections, as a result of any cause, unless medically determinable as a direct result of brain damage caused by the accident.
- e.) Hernia inguinalis (rupture), lumbago, ruptured intervertebral disk (hernia nuclei pulposi), tendovaginitis, crepitans,
- f) Injuries and diseases that are the result of surgical interventions or medical treatments not brought about by an accident covered by the policy; as well as diseases of any nature (including those of infectious origin), infarcts, cardiovascular episodes, epilepsy attacks and loss of mental faculties, except where produced by an accident.
- g) The consequences of medical treatment, which the Insured has undergone, without there being any link with an accident covered under the policy making this treatment necessary.
- h) Accidents to the Insured as driver of a motorcycle with a cylinder content of 50 cc. or more, if the Insured has not yet reached the age of 18 years.
- i) Dangerous, Hazardous and Extra Hazardous Sports.
- j) Anyone over the maximum insured age (per respective travel plans) at the start date of the policy
- k) In case of Accidental death, anyone under 18 years of age if a full time student, at the start date of the policy except when under a family plan (as applicable)
- l) Damage caused during the course of strikes.
- m) Insured travelling for work reasons (paid or otherwise), undertaking physical or manual hazardous activities such as: driving vehicles, use of machinery, loading and unloading working at heights or in confined spaces, assembly of machinery, working on floating or underwater platforms, mines or quarries, use of mechanical substances, laboratory work of any kind and any other hazardous activities (epicondylitis lateralis), or golfer's-arm periarthritis humeroscapularis, tennis-elbow (epicondylitis medialis).

**ARTICLE 5: GENERAL EXCLUSIONS**

1. On a general basis for all the guarantees and benefits under the present Travel Protector Plus Plan Policy, the consequences of the following are excluded from any guarantee object of this contract:
- a) Those caused directly or indirectly by the bad faith of the Insured, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions. The consequences of the actions of the Insured in a state of derangement or under psychiatric treatment are not covered either.
  - b) Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, typical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.
  - c) Events arising from terrorism, mutiny or crowd disturbances.
  - d) Events or actions of the Armed Forces or Security Forces in peacetime.
  - e) Wars, with or without prior declaration, and any conflicts or international interventions using force or duress.
  - f) Those derived from radioactive nuclear energy.
  - g) Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity.
  - h) Unless expressly included in the Specific Policy Conditions and subject to payment of the relevant surcharge premium:
    - 1. Those that occur as a result of the participation by the Insured in competitions, sports, and preparatory or training tests.
    - 2. Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting, underwater
    - 3. Participation in competitions or tournaments organised by sporting federations or similar organisations.
  - i) Ski-ing and/or similar sports, unless coverage for it has been expressly agreed.
  - j) The use, as a passenger or crew, of means of air navigation not authorised for the public transport of travellers, as well as helicopters.
  - k) Insured travelling for work reasons (paid or otherwise), undertaking physical or manual hazardous activities such as: driving vehicles, use of machinery, loading and unloading working at heights or in confined spaces, assembly of machinery, working on floating or underwater platforms, mines or quarries, use of mechanical substances, laboratory work of any kind and any other hazardous activities.

2. In addition to the previous exclusions, the following benefits are not covered by this insurance:
  - a) **The services arranged by the Insured on his/her own behalf, without prior communication or without the consent of The Company except in the case of urgent medical necessity (a life threatening condition based on physician's assessment). In that event, the Insured must notify the Insurer PRIOR to being discharged from the hospital. Non advice to the Insurer prior to Insured being discharged is a ground for denial of the claim. Insured must furnish the Insurer with the vouchers and original copies of the official receipt / or proof of payment made.**  
**"The HOSPITAL may, but shall not be obliged to, admit an Insured for emergency treatment without first receiving Guarantee Of Payment (GOP) from the Company in any event, the Company agrees to issue a response to the Supplier via email within six (6) hours. Under life threatening condition (based on physician's assessment), the above requirement will be put on hold for immediate medical attention including admission and treatments, and the financial requirements will be processed once the patient stabilizes."**
    - b) Illnesses or injuries arising from chronic ailments or from those that existed prior to the occurrence of the accident.
    - c) Death as a result of suicide and the injuries or after-effects brought about by attempted suicide.
    - d) Those derived from illnesses or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental illness or mental imbalance.
    - e) Those derived from renunciation of or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Insurance Company and agreed by its medical service.
    - f) Rehabilitation treatments
    - g) Prostheses, orthopaedic material or orthesis and osteosynthesis material, as well as spectacles.
    - h) Assistance for pregnancy and childbirth, or for a complication there from or voluntary termination of pregnancy.
    - i) Dental expenses in excess of US\$ 500, unless another limit is expressly indicated in the Specific or Special Conditions.
    - j) Baggage that is not sufficiently well packaged or identified, as well as fragile baggage or perishable products.
    - k) Assistance or compensation for events that occurred during a trip that had commenced in any of the following circumstances:
      - i) Before this insurance comes into force.
      - ii) With the intention of receiving medical treatment.
      - iii) After the diagnosis of a terminal illness.
      - iv) Without prior medical authorisation, after the Insured had been under treatment or medical supervision during twelve months prior to the start of the trip
    - l) Expenses that arise once the Insured is at his/her usual place of residence, those incurred beyond the scope of application of the guarantees of the insurance, and, in any case, after the dates of the travel object of the contract have elapsed since the start thereof, notwithstanding what is provided for in the Additional Clauses or in the Policy Schedule.
  3. The Insurance Company is exempt of liability when, as a result of force majeure, it is unable to put into effect any of the benefits specifically envisaged in this policy

**In addition to the General Exclusions, the Insured is not covered for:**

1. Any treatment or surgery which we think Insured does not need immediately and can wait until Insured returns home.
2. Any costs of treatment or surgery that was carried out more than 12 months after the date of the incident which Insured is claiming for.
3. The extra cost of single or private room accommodation unless it is medically necessary.
4. Any medical treatment that Insured receive because of a medical condition or any illness related to a medical condition which Insured knew about at the time of taking out this insurance and/or, for annual multi trip policy, prior to the booking of any individual trip.
5. Any treatment or medication that Insured receive after Insured return to Insured's home area (or Insured's final country if Insured is on a one-way trip).
6. Any extra costs after the time when, in our medical advisor's opinion, Insured is fit to return to Insured's home area (or Insured's final country if Insured is on a one-way trip).
7. Any medical treatment that Insured receive after Insured has refused the offer of returning to Insured's home area, when, in the opinion of our medical advisors, Insured is fit to travel.
8. The cost of any phone calls, other than the first call to us to tell us about the medical problem; The cost of any taxi fares (except for taxi costs paid for the initial journey to a hospital abroad due to an insured person's illness or injury) and the cost of any food and drink (unless these are a part of Insured's hospital costs if Insured is kept as an inpatient).
9. Any claim that comes from pregnancy or childbirth, unless a qualified medical practitioner confirms that the claim comes from complications of pregnancy or childbirth.
10. Costs which we have not agreed beforehand.
11. Any medical treatment or tests the Insured has planned or expect to have.
12. Any costs that result from taking part in winter sports or sports and other leisure activities, unless Insured has paid the winter sports or sports and other leisure activities premium or bought annual multi-trip cover which includes cover for winter sports.
13. Treatment or services provided by a private clinic or hospital, health spa, convalescent home or any rehabilitation centre; unless we have agreed that this is medically necessary.
14. Cosmetic treatment, unless we have agreed that this treatment is necessary as the result of an accident covered under this policy.
15. Any costs that are as a result of a tropical disease, if Insured has not had the recommended vaccinations or taken the recommended medication.
16. The excess and/or deductible as shown in the Table of Benefits (as applicable).
17. Any search and rescue cost (cost charged to the Insured by a government, regulated authority or private organization) connected with finding and rescuing an individual. This does not include medical evacuation costs by the most appropriate transport.
18. Private medical treatment where satisfactory public care or treatment is readily available in any country under any reciprocal health agreement between Philippines and any foreign governments, where the Company thru the service provider have agreed that this is medically necessary.
19. Excluding Emergency and Accidental Dental Expenses.
20. The excess (as applicable) as shown in the Table of Benefits
21. Property the insured left unattended in any public place or with someone he/she do not know looking after it.
22. Any loss, theft or damage to valuables which the Insured do not carry in his/her luggage while he/she is travelling.
23. Claims arising due to an unauthorized person fraudulently using his/her credit or debit cards
24. Losses due to devaluation or depreciation of currency 26. Cash and other negotiable items, gold or precious metals, precious unset or uncut gemstones, bonds, coupons, stamp, negotiable instruments, deeds, manuscripts securities of any kind, bullion, tools of trade, traveller's samples, or property of any kind used wholly or partially for business.
25. Any claims in relation to:
  - a) Unaccompanied luggage (unless the Insured's airline carrier has to transfer him/her luggage to a difference carrier of flight for reasons other than the luggage being over the allowable weight limit)
  - b) Luggage sent under any freight agreement or items sent by postal or courier services.
26. Wear and tear, depreciation in value or gradual deterioration, damage by moth, vermin, insects, atmospheric or climatic conditions, or any process of cleaning, dyeing, ironing, repairing, restoring or like actions
27. Any loss which the Insured have claimed, or are claiming for under another section of this policy
28. Any claim which the Insured have claimed, or are claiming for under the Winter Sport Equipment, Business Equipment or Golf Equipment sections.
29. Mysterious disappearance
30. Any terrorist act or any loss incurred as a result of any intentional use of military force or other intervention by a government or official authority to intercept, prevent, or mitigate any known or suspected terrorist act.
31. Any claims that results from the Insured missing a connection flight
32. Any claim that results from actual or planned strike or industrial action which the public knew about at the time the insured made travel arrangements for the trip and those delay that is a direct consequence of a strike called by employees belonging to the airline company and/or the departure or arrival airports for the flight, or to service companies subcontracted by the same.
33. Any delays that occur on charter or non-regular flights. The insured must obtain written confirmation from the appropriate transport or authority stating the reason for the delay and how long the delay lasted.
34. For claims not declared to a competent person of the airline company as soon as the Insured knows the baggage is late or lost;
35. For any clothing or toiletries that the Insured purchased more than four (4) days after the actual time of arrival at the airport of destination;
36. When the baggage delay occurs on the return journey to Insured's normal domicile;
37. For purchase made after delivery of Insured's baggage by the air carrier