

CHUBB®



Group Policy

Group Policy No. « CEBD06636 (if Domestic) » or « CEBI06637 (if International) »

CEB TravelSure

Group Policy

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Insurance Agreement

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

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



Peter van Ratingen
Country President

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

Definitions

1. Accident, as referred to in the definition of Bodily Injury, means a sudden, unforeseen and fortuitous event.
2. Accidental Death means death occurring as a result of an injury.
3. Air Carrier means any aircraft which, might or might not be provided and operated by the Partner Airline (including its code share and interline partners), is duly licensed for the regular transportation of ticketed passengers, and which has established routes.
4. Application means the application for this Group Policy which forms an integral part hereof.
5. Assistance Company means the medical assistance company appointed from time to time by the Company and stated in the Policy Schedule issued by the Company prior to each Trip.
6. Benefit Amount means the respective Benefit Amount, as stated in the Policy Schedule, payable by the Company under the terms and conditions of this Group Policy in respect of each event or loss covered by this Group Policy.
7. Bodily Injury or Injury means Accidental Bodily Injury occurring while this Group Policy is in force, resulting solely, directly and independently of all other causes from an Accident caused by external, violent and visible means.
8. Confirmation of Cover means the individual certificate of insurance issued to the Insured. It describes in general the insurance protection to which the Insured is entitled as agreed between the Company and the Group Policyholder. Any Confirmation of Cover in effect when the Group Policy is cancelled, non-renewed or otherwise terminated shall continue to be in effect for the period of coverage specified therein.
9. Common Carrier means any bus, coach, ferry, ship, taxi, train, tram or train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers provided that such helicopter is operating only between established commercial airports and/or licensed commercial heliports; and any fixed-wing aircraft provided and operated by an airline company which is duly licensed for the regular transportation of fare-paying passengers.
10. Confined or Confinement means uninterrupted period in a Hospital as a Resident In-patient upon the advice of and under the regular care and attendance of a Physician.
11. Dependent Children means the Insured's unmarried dependent children, including stepchildren or legally adopted children, who are two (2) weeks old to eighteen (18) years old or, who are over eighteen (18) years old to twenty three (23) years old in case they are full-time students at an accredited institution of higher learning and are primarily dependent upon the Insured for maintenance and support.
12. Domestic Trip means a trip within the territorial limits of the Philippines, which is undertaken by the Insured and which destination is beyond one hundred (100) kilometers from the limits of his normal place of residence or place of business wherever the trip commenced when traveling by land or sea, or which shall require at least one round trip air travel to and from the planned domestic destination.
13. Effective Date means the date on which insurance under this Group Policy commences as stated in the Policy Schedule.
14. Eligibility means to be eligible for cover under this Group Policy, the Insured must be at least two (2) weeks old but not more than seventy (70) years old on the Effective Date of this Group Policy. Subject to the Insured being covered, there shall also be eligible for cover his:
 - a) Spouse who is at least eighteen (18) years old and not more than seventy (70) years old on the Effective Date of this Group Policy; and

- b) Dependent Children.
15. Expiry Date means the date on which insurance under this Group Policy expires or ends as stated in the Policy Schedule.
16. Group Policy means this document, and the Policy Schedule describing the insurance contract between the Company and the Insured. It shall also include, after this Group Policy has taken effect, any amendment, rider, clause, warranty, endorsement or any other document attached to this Group Policy and which has been endorsed by an authorized executive officer of the Company and countersigned by the Insured.
17. Hospital means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a license as a hospital and meets the following requirements:
- a) operates primarily for the reception, care and medicare and treatment of sick, ailing or injured persons as in-patients;
 - b) provides full-time nursing service by and under the supervision of a staff of Nurses;
 - c) has a staff of one or more Physicians available at all times;
 - d) maintains organized facilities for the medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; and
 - e) is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is other than a place for alcoholics or drug addicts.
18. Hospital shall not include the following:
- a) a mental institution, an institution confined primarily to the treatment of psychiatric disease including sub normal, the psychiatric department of a hospital;
 - b) a place for the aged, a rest home, a place for drug addicts or alcoholics;
 - c) a health hydro or nature cure clinic, a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or nursing, convalescent, rehabilitation, extended-care facility or rest home.
19. Immediate Family Member means the Spouse, parent, parent-in-law, step-parent, Dependent Children, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half brother, half sister, niece, nephew, uncle, aunt, stepchild, grandparent or grandchild provided such person is at the relevant time not more than seventy (70) years old.
20. Insured means such person or persons named as such in the Policy Schedule and with respect to whom premium has been paid or agreed to be paid.
21. International Trip means a trip outside the territorial limits of the Philippines, which is undertaken by the Insured.
22. Itinerary Page means the document issued by an authorized representative which contains the passenger, flight and insurance details.
23. Limb includes a hand or foot.
24. Loss means, with respect to hands and feet, actual severance through or above wrist or ankle joints; with respect to eyes, entire and irrecoverable loss of sight; with respect to thumb and index finger, actual severance through or above metacarpophalangeal joints, and in each case caused by an Accidental Injury. This term shall not include loss of use of a part of the body.
25. Loss of Hearing means permanent irrecoverable and complete loss of hearing.
26. Loss of Sight means the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.

27. Loss of Speech means the disability in articulating any three of the four sounds which contribute to speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or the total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.
28. Loss of Use means, with respect to a part of the body, the complete inability of the part of the body to function as a result of an Injury sustained on that part.
29. Medical Necessary Expenses means expenses sustained by Injury or Sickness incurred by the Insured from a legally qualified medical practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, x-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire.
30. One Way Trip means a one-way trip made during the Period of Insurance commencing from the Philippines to a destination Overseas.
31. Overseas means anywhere outside the Philippines.
32. Partner Airline means the named Policyholder under this Group Policy.
33. Period of Insurance means the period during which the individual insurance under this Group Policy is effective as stated in the Confirmation of Cover.
34. Permanent Loss means:
 - a) Physical severance or total loss of the use of a Limb having lasted twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement;
 - b) Irrecoverable loss of all sight in an eye;
 - c) Entire and irrecoverable loss of hearing;
 - d) Entire and irrecoverable loss of the ability to speak; and in each case caused by an Accidental Injury.
35. Permanent Total Disability means disablement, which having lasted for at least twelve (12) consecutive months, will in all probability entirely prevent the Insured from engaging in gainful employment of any and every kind for the remainder of his life.
36. Physician means a physician or surgeon duly licensed and practicing within the scope of their license pursuant to the laws of the Philippines and shall not include the Insured or his/her Spouse or any of his/her Immediate Family Members unless approved by the Company.
37. Policyholder or Group Policyholder means the policy owner of this Group Policy.
38. Policy Schedule means the schedule attached to this Group Policy.
39. Pre-Existing Condition means condition for which the Insured has been diagnosed, received medical advice, consultation, treatment or prescribed drugs by currently a licensed Physician or surgeon within a twelve (12)-month period prior to the Effective Date of this Policy. Condition as used herein means any specific injury, disease or infirmity requiring medical treatment, advice or medication, including all underlying or related conditions.
40. Resident In-patient means an Insured whose Confinement is as a resident bed patient and whose Confinement is covered by this Group Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.
41. Round Trip means a return trip made during the Period of Insurance by the Insured commencing from the Philippines to a destination Overseas and back.

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

Effective Date and Termination Date of Insurance

For Trip Cancellation the benefit takes effect upon enrollment and receipt of premium payment and shall terminate upon commencement of the Trip . For all other benefits, insurance is effective two (2) hours before the Air Carrier's scheduled flight departure time.

Limits of Coverage

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

- a) two (2) hours after the Air Carrier's flight arrival time on the return flight for a round-trip itinerary or for one-way itinerary, upon Insured's arrival at the Air Carrier's flight destination;
- b) upon the expiry of any Period of Insurance during which the Insured ceases to satisfy any of the eligibility requirements set out herein;
- c) upon the death of the Insured except for death related benefits;

- d) on the date stated in the Policy Schedule or any subsequent endorsements or Confirmation of Cover issued by the Company to amend the travel dates as requested by the Policyholder or the Insured;
- e) upon the Insured's travel reaching beyond thirty (30) days, unless previously declared to the Company and the latter signified its acceptance and an additional premium has been paid.

Description of Benefits

Section 1: Medical Necessary Expenses Benefit (Applicable to Round Trip only)

If during the Period of Insurance, while the Insured is on a Trip, the Insured incurs Medical Necessary Expenses as a direct result of Bodily Injury or Sickness, or dental expenses as a direct result of Bodily Injury, the Company will reimburse the Insured or the Assistance Company, or its authorized representative (where applicable) in respect of such expenses up to the relevant maximum Benefit Amount as stated in the Policy Schedule, subject to a deductible amount per claim per event as stated therein.

The Company shall also pay to the Insured or to the Assistance Company, or its authorized representative (where applicable), the expenses for medical attention and treatment which the Insured incurred upon return from the Trip as a result of Bodily Injury or Sickness suffered during the Trip. Initial treatment for such Bodily Injury or Sickness must be received during the Trip and all Medical Necessary Expenses must be incurred within thirty (30) days from the date the Insured returns to his residence. Admission to a Hospital must be within twelve (12) hours after return from a Trip Overseas and must be a continuation of medical attention sought while on a Trip. The maximum amount for Medical Necessary Expenses incurred upon return to the place of residence is equivalent to ten percent (10%) of the maximum Benefit Amount for this section. In no event shall the total amount payable under this section exceed one hundred percent (100%) of the Benefit Amount stated in the Policy Schedule.

ADDITIONAL CONDITIONS

- (a) In case of hospitalization or medical emergency, the Insured, a person traveling with him, or the treating medical authority must contact the Company or the Authorized Company immediately to verify coverage and arrange the appropriate medical care.
- (b) The Company has the option of returning the Insured to the Philippines, if the cost of Overseas medical and/or additional expenses is likely to exceed the cost of returning the Insured to the Philippines, subject always to medical advice. The Company also has the option of evacuating the Insured to another country. However, if the Company returns the Insured to the Philippines, the standard policy conditions pertaining to Overseas medical expenses will apply.

Section 2: Emergency Medical Evacuation and Repatriation of Mortal Remains Benefit (Applicable to Round Trip only)

Emergency Medical Evacuation

If during the Period of Insurance and while on a Trip, the Insured:

- (i) suffers Bodily Injury or Sickness as diagnosed by a Physician designated by the Assistance Company, or its authorized representative; and
- (ii) the necessary medical treatment is not available, either at the nearest Hospital where the Insured was transported to or in the immediate vicinity thereof, after suffering the Bodily Injury or Sickness;

The Insured, a person traveling with him, or the treating medical authority must contact the Company or the Assistance Company, or its authorized representative, immediately to verify coverage and arrange the appropriate medical care in the case of hospitalization or medical emergency.

The Assistance Company, or its authorized representative may, based on the advice of a Physician that the Insured is medically fit to be evacuated, determine in its sole discretion, that Insured, should be evacuated to another location for the necessary medical treatment.

The Assistance Company or its authorized representative shall arrange for the evacuation within a reasonable timeframe and utilize the best suited means based on the medical severity of the Insured condition, including but not limited to, air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means.

All decisions as to the means of transportation and the final destination will be made by the Assistance Company, or its authorized representative, and will be based solely upon medical necessity. The Insured may in appropriate circumstances be returned to the Philippines.

The Company shall pay directly to the Assistance Company, the Covered Expenses, up to the relevant Benefit Amount stated in the Policy Schedule, subject to the terms and conditions of this Group Policy.

If due to reasons beyond the Insured's control, the Insured is unable to notify the Assistance Company to make the necessary evacuation arrangements, the Company shall, if satisfied that the evacuation was due to the necessary medical treatment not being available, either at the nearest Hospital where the Insured was transported to or in the immediate vicinity thereof, reimburse the Insured for expenses incurred in relation to the evacuation, up to the amount which the Assistance Company would have incurred for services provided under the same circumstances, subject to the terms and conditions of this Group Policy.

ADDITIONAL DEFINITION

Covered Expenses means expenses for services provided and/or arranged by the Assistance Company for the transportation, medical services and medical supplies necessarily incurred as a result of the Insured's evacuation.

ADDITIONAL EXCLUSIONS

The Company will not pay under Section 2 for any of the following:

1. Any expenses incurred for services provided by another party for which the Insured is not liable to pay, or any expenses already included in the cost of a scheduled Trip;
2. Any expenses for a service not approved and arranged by the Assistance Company or its authorized representative except as mentioned in paragraph seven (7) of this Section;
3. Any treatment performed or ordered by a person who is not a Physician; or
4. Any expenses incurred in relation to treatment that can be reasonably delayed until the Insured returns to the Philippines.

Repatriation of Mortal Remains

If during the Period of Insurance, while the Insured is on a Trip, the Insured suffers death within thirty (30) days from the date of the Bodily Injury or commencement of Sickness, the Authorized Company, or its authorized representative, shall make the necessary arrangements for the return of the Insured's mortal remains to his place of residence. The Company shall pay directly to the Authorized Company, or its authorized representative, the covered expenses for such repatriation up to the Benefit amount as stated in the Policy Schedule.

In addition to the transportation of the remains, the Company shall reimburse to the Insured's estate expenses actually incurred for services and supplies provided by a mortician or undertaker, including but not limited to the cost of a casket, and the embalming and cremation if so elected, subject to the Benefit amount as stated in the Policy Schedule.

Section 3: Hospital Confinement Daily Cash Benefit (Applicable to Round Trip only)

If during the effectivity of this Group Policy, while the Insured is on a Trip, the Insured is necessarily Confined in a Hospital as a result of Bodily Injury or Sickness, the Company will pay the Insured the relevant Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Policy. The Hospital Confinement Daily Cash Benefit shall be paid for each complete day (24 hours) of Confinement from the first day of Confinement and for a period of not exceeding ten (10) days for all such Confinement consequent upon Bodily Injury resulting from any one Accident or series of Accidents occurring in connection with or arising out of one event, or Sickness, and provided that this benefit shall be payable only if the following conditions are met:

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

Section 4: Compassionate Visit Benefit (Applicable to Round Trip only)

If during the Period of Insurance, while the Insured is on a Trip, the Insured is Confined in a Hospital Overseas for more than five (5) consecutive days due to Bodily Injury or Sickness and his medical condition forbids evacuation and no adult member of the Insured's Immediate Family is with him, the Company or its Authorized Company will arrange for the travel (economy return air travel) and reasonable hotel accommodation for one (1) Immediate Family Member or friend to visit and stay with the Insured until the Insured is medically fit to be discharged, up to the relevant Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Group Policy.

Section 5: Return of Minor Dependent Children Benefit (Applicable to Round Trip only)

If during the Period of Insurance, while the Insured is on a Trip, the Insured is Confined in a Hospital Overseas and there is no other adult to accompany home the Insured's Dependent Children, the Company will indemnify the Insured for reasonable hotel accommodation and travel (economy air travel) expenses necessarily incurred for one relative or a friend to accompany the Insured's Dependent Children back to the Philippines, up to the relevant Benefit Amount as stated in the Policy Schedule, subject to the terms and conditions of this Group Policy.

Section 6: Personal Accident Benefit

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

Loss Covered	Percentage of the Benefit Amount Payable
Accidental Death	100%
Permanent Total Disability	100%
Permanent Loss of speech and hearing	100%
Loss of Sight in both eyes	100%
Loss of or Loss of Use of two Limbs	100%
Loss of or Loss of Use of one Limb	100%
Loss of Sight in one eye	100%
Permanent Loss of lens of one eye	60%
Permanent Loss of Speech	50%
Permanent Loss of Hearing in :	
(i) both ears	75%
(ii) one ear	15%

The occurrence of any specific Loss for which indemnity is payable under this section to an Insured shall at once terminate all cover under this Group Policy for the Insured, but such termination shall be without prejudice to any other claim originating from the Accident causing such Loss.

No indemnity will be paid under any circumstances for more than one of the losses, the greatest, for which provision is made in this section.

No payment will be made for any loss caused by or resulting from Sickness.

In the event of Accidental Death due to Bodily Injury the following percentage will be paid on the following conditions:

- (i) Insured who are at least eighteen (18) years old but not more than seventy (70) years old on the date of the Accident, will receive 100% of all benefits;
- (ii) Insured who are between 2 years old and up to and including seventeen (17) years old on the date of the Accident will receive one hundred percent (100%) of all the Benefit Amounts as stated in the Policy Schedule;
- (iii) Insured who are two (2) weeks old and up to and including two (2) years old on the date of the Accident will receive one hundred percent (100%) of all the Benefit Amounts as stated in the Policy Schedule, except for the Personal Accident Benefit where such Insured will receive ten percent (10%) of the Personal Accident Benefit.

Section 7: Accidental Burial Benefit

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

Additional Exclusions Applicable to :

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

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

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

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

Section 8: Trip Cancellation Benefit

If the Insured is forced to cancel any part of his/her Trip as the direct and necessary result of any Specified Cause, the Company will indemnify the Insured in respect of Cancellation Expenses occurring up to thirty (30) days prior to the Scheduled Departure Date, up to the Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Group Policy. This coverage is effective only if the insurance cover is purchased before the Insured becomes aware of any circumstances which could lead to the disruption of the Insured's Trip.

The Company shall not be liable for the deductible amount as stated in the Policy Schedule for each and every valid claim under this benefit.

ADDITIONAL DEFINITIONS

"Specified Cause" means

- (i) death, Bodily Injury or Sickness or compulsory quarantine of the Insured, Immediate Family Member, business partner or co-director who is a resident of the Philippines;
- (ii) unexpected outbreak of Strike, riot, or civil commotion at the scheduled destination;
- (iii) receipt of witness summons or jury service; or
- (iv) the Insured's residence becoming uninhabitable following earthquake, fire, typhoon, storm, flood, or similar natural disasters occurring within seven (7) days of the Scheduled Departure Date and the Insured's presence is required on the premises on the Scheduled Departure Date.

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

Section 9: Trip Curtailment Benefit (Applicable to Round Trip only)

If during the Period of Insurance, while the Insured is on a Trip, the Insured is forced to curtail or alter the itinerary of any part of a planned Trip during the course of that Trip, as the direct and necessary result of any Specified Cause, the Company will indemnify the Insured in respect of Curtailment Expenses incurred up to the relevant Benefit Amount stated in the Policy Schedule subject to the terms and conditions of this Group Policy. This coverage is effective only if the individual cover is purchased before the Insured becomes aware of any circumstances which could lead to the disruption of the Insured’s Trip.

The Company shall not be liable for the deductible amount as stated in the Policy Schedule for each and every valid claim under this benefit.

ADDITIONAL DEFINITIONS

“Specified Cause” means

- (i) death, Bodily Injury or Sickness or compulsory quarantine, or Hijack of the Insured, Immediate Family Member, business partner or co-director who is a resident of the Philippines;
- (ii) unexpected outbreak of Strike, riot, or civil commotion at the scheduled destination;
- (iii) receipt of witness summons or jury service; or
- (iv) the Insured’s residence becoming uninhabitable following earthquake, fire, typhoon, storm, flood or similar natural disasters occurring within seven (7) days of the Scheduled Departure Date and the Insured’s presence is required on the premises on the Scheduled Departure Date.

“Curtilment Expenses” means

- (i) loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but will become forfeited or payable under contract;
- (ii) additional travel (economy class fare) and reasonable accommodation expenses resulting from a Specified Cause.

ADDITIONAL EXCLUSIONS:

The Company will not pay under Sections 8 and 9 for any of the following:

1. Any change of plans by the Insured, an Immediate Family Member or any person to travel, except those mentioned in Specified Cause in Sections 8 & 9;
2. Financial circumstances or any contractual or business obligation of the Insured or an Immediate Family Member;
3. Financial default or failure to provide promised services by the person, agency or tour operator or organization from whom the Insured made his travel arrangements; or
4. Any loss that is covered by any other existing insurance, government program or which will be paid or refunded by a hotel, travel agent or any other provider of travel and/or accommodation.

Section 10: Travel Delay Benefit

If during the Period of Insurance, while the Insured is on a Trip, the departure of the Air Carrier's flight in which the Insured had arranged to travel is delayed for at least twelve (12) consecutive hours at any single location Overseas from the time specified in the travel itinerary supplied to the Insured due to:

- (i) inclement weather
- (ii) Strike or other job action by the employees of the Air Carrier's on which the Insured is scheduled to travel;
- (iii) equipment failure of the aircraft on which the Insured is scheduled to travel;

the Company will reimburse the Insured per twelve (12)-hour delay up to the Benefit Amount stated in the Policy Schedule subject to the terms and conditions of this Group Policy for:

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

Section 11: Aircraft Hijack Benefit

If during a Trip and on an aircraft the Insured is prevented from reaching his scheduled destination as a result of aircraft Hijack that lasts for a period of at least least twenty four (24) consecutive hours, the Company will pay the Benefit Amount as stated in the Policy Schedule for every twenty four (24)-hour period, as the case may be, that the Hijack continues.

ADDITIONAL DEFINITION

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

ADDITIONAL CONDITION

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

Section 12: Loss or Damage of Baggage and Personal Effects Benefit

If during the Period of Insurance, while the Insured is on a Trip, the Insured sustains loss of or damage of Personal Property and Baggage while in the custody of hotel staff or the Air Carrier or as a result of theft or attempted theft thereof, the Company will indemnify the Insured in respect of such loss up to the relevant Benefit Amount stated in the Policy Schedule subject to the terms and conditions of this Group Policy.

ADDITIONAL CONDITIONS

- (a) The Company will not pay more than the amount as stated in the Policy Schedule or any one article or a pair or a set of articles up to the maximum benefit as stated in the Policy Schedule, subject to a deductible amount as stated in the Policy Schedule for each and every valid claim under this benefit.
- (b) The Company may make payment subject to due allowance of wear and tear and depreciation or at its option replace or repair such articles.
- (c) The loss, damage or theft must be reported to either the Air Carrier, police or relevant authority having jurisdiction where the theft occurred within twenty-four (24) hours from the incident. Any claims for indemnity

under this section must be accompanied by a copy of either a report to Air Carrier, a police report or a report issued by the relevant authority evidencing such loss.

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

ADDITIONAL DEFINITION

“Personal Property and Baggage” means personal goods belonging to the Insured which are taken on the Trip or acquired by the Insured and carried on or hand-carried or checked-in as accompanied baggage with the carrier during the Trip.

Section 13: Loss of Personal Money Benefit (Applicable to Round Trip only)

Should the Insured while Overseas suffer or experience a loss of cash or banknotes in his/her possession, the Company shall pay up to the Benefit Amount as stated in the Policy Schedule to compensate for actual loss provided such loss is reported to the police having jurisdiction at the place of the loss no more than twenty-four (24) hours after the incident, and provided that the Company shall not be liable for the deductible amount as stated in the Policy Schedule of cash or banknote which is lost by the Insured. Any claim must be accompanied by written documentation from the police. The Insured must take every possible safeguard to ensure the security of his cash or banknote.

Section 14: Loss of Travel Documents Benefit (Applicable to Round Trip only)

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

Additional Exclusions Applicable to:

Loss or Damage of Baggage and Personal Effects Benefit (Section 12)
Loss of Personal Money Benefit (Section 13)
Loss of Travel Documents Benefit (Section 14)

The following classes of property are excluded from coverage, and the Company will not in any event be liable in respect of any claim under Sections 12 to 14 relating to the following classes of property:

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

8. Perishables and consumables;
9. Baggage sent in advance or souvenirs and articles mailed or shipped separately;
10. Hired or leased equipment; or
11. Business goods or samples.

Sections 12 to 14 of this Group Policy do not cover, and the Company will not in any event be liable in respect of any claim under Sections 12 to 14 relating to:

1. Loss not reported to proper police authorities;
2. Loss or damage caused by wear and tear, gradual deterioration, moths and other insects, vermin, inherent vice or damage sustained due to any process or while actually being worked upon and resulting therefrom;
3. Loss of or damage to property resulting directly or indirectly from seizure or destruction under quarantine or customs regulations, confiscation or expropriation by order of any government or public authority or risk of contraband or illegal transportation of trade;
4. Loss of or damage to property insured under any other insurance policy or reimbursed by Common Carrier or hotel management;
5. Loss to Insured's baggage left unattended in any vehicle or public place or as a result of the Insured's failure to take care and precautions for the safeguard and security of such property;
6. Loss of or damage to property insured while the Insured is suffering from mental and nervous disorders, including but not limited to insanity;
7. The Insured not taking all reasonable efforts to safeguard his property or to avoid or minimize any claim under this Group Policy;
8. Mysterious disappearance; or
9. Breakage of brittle or fragile articles, cameras, cellular phones, computers (including software and accessories), musical instruments, radio, compact disc players and similar property.

Section 15: Baggage Delay Benefit

If during the effectivity of this Group Policy, while the Insured is on a Trip, the Insured's baggage that is accompanied and checked-in with the Common Carrier is not delivered to him within twelve hours (12) hours of the Insured's arrival at the scheduled destination Overseas and in the Philippines, the Company will pay to the Insured the relevant Benefit Amount as stated in the Policy Schedule for every full twelve (12) consecutive hours of delay, up to the maximum Benefit Amount as stated in the Policy Schedule, subject to the terms and conditions of this Group Policy.

Additional Exclusions Applicable to:

Baggage Delay Benefit (Section 15)

Section 15 of this Group Policy does not cover, and the Company will not in any event be liable in respect of any claim under Section 15 relating to:

1. Delay not reported to a competent person of the Common Carrier as soon as the Insured knows the baggage is late or lost;

2. For any clothing or toiletries purchased more than four (4) days after the actual time of arrival at the point of destination;
3. When the baggage delay occurs on the journey back to the Insured's normal domicile; or
4. For purchases made after delivery of Insured's baggage by the Common Carrier.

Section 16: Terrorism Extension Benefit (Applicable to Round Trip only)

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

ADDITIONAL DEFINITION

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

Section 17: Automatic Extension Benefit

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

General Exclusions Applicable to All Sections

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

1. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the government, riot, strike;
2. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/fusion;
3. Any illegal, criminal or unlawful act by the Insured or confiscation, detention, destruction by customs or other authorities;
4. Any prohibition or regulations by any government;
5. Any breach of government regulation or any failure by the Insured to take reasonable precautions to avoid a claim under this Group Policy following the warning of any intended strike, riot or civil commotion through or by general mass media;
6. The Insured engaging in naval, military or air force service or operations or testing of any kind of conveyance or being employed as a manual worker or while engaging in offshore mining or aerial photography or handling of explosive or hitchhiking or backpacking; or
8. Any loss or expenses with respect to Cuba.

Sanctions Exclusions Applicable to this Group Policy

This Group Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

The Company is a branch of a US company and Chubb Limited, a NYSE listed company. Consequently, the Company is subject to certain US laws and regulations in addition to EU, UN and local sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

OPTIONAL BENEFITS

The Benefits under Optional Benefits will only be payable if shown in the Policy Schedule or in the Confirmation of Cover and the premiums therefore are paid in accordance with the Policy Schedule.

A. BAGGAGE PROTECT BENEFIT

If during the Period of Insurance, while the Insured is on a Trip, the Insured sustains loss of (including as a result of theft or attempted theft) or damage of his/her Baggage, which is checked-in as an accompanied baggage with the Air Carrier during the Trip, the Company will indemnify the Insured in respect of such loss or damage up to the relevant Benefit Amount stated in the Policy Schedule subject to the terms and conditions of this Group Policy. The cover will start upon check-in of the Baggage and will end upon claiming from the baggage carousel of the airport of destination.

LIMITS OF COVER

ADDITIONAL DEFINITION

“Baggage” means suitcase, luggage, bag, box, trunk, chest or any other container used for the purpose of carrying the personal goods belonging to the Insured during a Trip.

ADDITIONAL CONDITIONS

- (a) The Company will not pay more than the amount as stated in the Policy Schedule for any one article or a pair or a set of articles up to the maximum benefit as stated in the Policy Schedule, subject to a deductible amount as stated in the Policy Schedule for each and every valid claim under this benefit.
- (b) The Company will make payment subject to due allowance of wear and tear and depreciation or at its option replace or repair such articles.
- (c) The loss, damage or theft must be reported to either the Air Carrier, police or relevant authority having jurisdiction where the theft occurred within twenty-four (24) hours from the incident. Any claim for indemnity under this section must be accompanied by a copy of either a report to Air Carrier, a police report or a report issued by the relevant authority evidencing such loss.
- (d) For the avoidance of doubt, in the event the Insured becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this section, the Company will only be liable for the excess of the amount recoverable from such other source or insurance.

ADDITIONAL EXCLUSIONS

The Company will not indemnify the Insured for loss directly or indirectly caused by or arising out of:

1. Animals;
2. Motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances;
3. Household effects, keys, antiques, arts, collectors' items, jewelry, musical instruments, equipment for professional use;
4. Computers (including data recorded on tapes, cards, disks or otherwise, software and accessories);
5. Eyeglasses, contact or corneal lenses, hearing aids, prosthetic limbs, wheelchair, artificial teeth or dental bridges;

6. Documents, identity papers, credit and payment cards, transport tickets, stocks and securities;
7. Perishables and consumables;
8. Hired or leased equipment;
9. Business goods or samples;
10. Loss not reported to proper police authorities;
11. Loss or damage caused by wear and tear, gradual deterioration, moths and other insects, vermin, inherent vice or damage sustained due to any process or while actually being worked upon and resulting therefrom;
12. Loss of or damage to property resulting directly or indirectly from seizure or destruction under quarantine or customs regulations, confiscation or expropriation by order of any government or public authority or risk of contraband or illegal transportation of trade;
13. The Insured not taking all reasonable efforts to safeguard his/her property or to avoid or minimize any claim under this Group Policy;
14. Mysterious disappearance;
15. Breakage of brittle or fragile articles, cameras, cellular phones, computers (including software and accessories), musical instruments, radio, compact disc players and similar property;
16. Loss or damage due to exposure to natural elements or weather conditions;
17. Loss, liability or expenses that are for or related to any furniture, furnishings and fittings;
18. Loss or damage arising from electrical or mechanical breakdown of any item;
19. Loss or damage due to over packing or packing of ill-fitted, large or heavy items which prejudice the capacity of the baggage in terms of shape, size and weight;
20. Loss or damage caused by protrusions of sharp or pointed objects or leakage of liquid or corrosive materials contained in the baggage;
21. Cash and negotiable items, gold or precious metals, precious unset or uncut gemstones;
22. Skis, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment unless:
 - a) such equipment has been declared to the Policyholder;
 - b) such equipment are packed in locked hard shell containers or locked specialized bags specifically designed for shipping and that such packaging are compliant with international laws pertaining to the packing of sports equipment for the purpose of air travel; or
 - c) carriage of sports equipment is in compliance with all applicable laws of the International Civil Aviation Organization (ICAO) and International Air Transport Association (IATA).

B. FLY ME NEXT

If during the Period of Insurance, the Insured experienced (a) Late Check-in or, (b) Missed Flight due to the reasons of either (a) the public transport (including the scheduled flight) does not run according to its timetable or, (b) the vehicle carrying the Insured has figured in an accident or breaks down, the Company will indemnify the Insured up to the relevant Benefit Amount stated in the Policy Schedule subject to the terms and conditions of this Group Policy.

ADDITIONAL DEFINITIONS

“Late Check-in” means the non-admission of the Insured to board due to his/her arrival at the check-in counter of the airport of departure, later than forty-five (45) minutes before the Estimated Time of Departure (ETD) as reflected in the plane ticket.

“Missed Flight” means the non-admission of the Insured to board due to his arrival at the check-in counter of the airport of departure after the original ETD reflected in the plane ticket, with the intention of continuing his scheduled trip by taking the next available flight, provided that purchase of plane ticket for the replacement flight is done at the airport and within eight (8) hours from the original scheduled flight that the Insured missed.

ADDITIONAL EXCLUSIONS

The Company will not indemnify the Insured for loss directly or indirectly caused by or arising out of:

- a. Delay caused by riot, civil commotion, strike or industrial action which began or was announced before the covered period or before the travel tickets for the journey were bought, whichever is later;
- b. Failure of public transport caused by riot, civil commotion, strike or industrial action which began or was announced before the Insured left his/her place of residence or where the Insured could have made other travel arrangements;
- c. Withdrawal from service of an aircraft, cross-channel train or sea vessel (temporarily or permanently), on which the Insured was booked to travel, by the carrier or on the recommendation or order of any government, civil aviation authority, port authority, rail authority or other similar authority in any country;
- d. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular uprising against the government, riot, strike;
- e. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/fusion;
- f. Seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risk of contraband or illegal transportation or trade; or
- g. Wilful act or negligence of the Insured or his/her representatives.

General Provisions

1. The Insured must not make any offer or promise payment, admit his fault to any other party or become involved in any litigation without the Company's written approval, which shall not be unreasonably withheld.
2. The Insured can only be covered under one such policy for the same Trip.
3. Enrollment for this Group Policy will be through the online application form to be completed by the Insured via the website of the Policyholder, which will form part of this Group Policy.

General Conditions

Premium Payment

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

Grace Period

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

Currency

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

Assistance and Cooperation

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

Due Diligence

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

Notice of Claim or Loss

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

Claim Forms

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

Proof of Loss

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

Physical Examination and Autopsy

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

To Whom Claims Paid

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

Time of Payment of Claim

Indemnities payable under this Group Policy will be paid within thirty (30) days after receipt by the Company of due written proof of such loss and after ascertainment of the loss is made by the agreement between the Company and the Insured or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by the Company of the proof of loss, then the loss shall be paid within ninety (90) days after such receipt. Refusal or failure to pay the loss within the periods prescribed herein will entitle the Insured to collect interest on the proceeds of the Group Policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such refusal or failure to pay is based on the ground that the claim is fraudulent.

Subrogation

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

Right of Recovery

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

Cumulative Insurances

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

Misstatement of Age

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

Reinstatement of Policy

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

Renewal Conditions

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

Right to Return Policy

In the event the Policyholder is not satisfied with this Group Policy for any reason, the Policyholder may cancel this Group Policy by advising the Company in writing within fifteen (15) days after receipt hereof. Any premium paid will be refunded during this period. The Policyholder will not receive a full refund if the Insured has made a claim during this period.

Cancellation

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

- a) non-payment of premium;
- b) conviction of the Insured of a crime arising out of acts increasing the hazards insured against;
- c) discovery of fraud or material misrepresentation;
- d) discovery of wilful or reckless acts of omissions increasing the hazards insured against;
- e) physical changes in the property insured which result in the property becoming uninsurable;
- f) discovery of other insurance coverage that makes the total insurance in excess of the value of the property insured;
or
- g) a determination by the Insurance Commissioner that the continuation of this Group Policy would violate or would place the Company in violation of the Amended Insurance Code.

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

If the Insured cancels a Trip prior to the Effective Date of this Group Policy or prior to the Period of Insurance as stated in the Policy Schedule or Confirmation of Cover and notifies the Company of such cancellation, the Company will refund to the Insured the premium which has been paid (if any) by the Insured in respect of that Trip less the amount of documentary stamps and premium taxes.

The Policyholder shall inform the Insured of the impending cancellation of the Group Policy by the Company upon its receipt of the notice. *Termination of Insurance*

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

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

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

to Accidental Permanent Total Disability in one year shall not terminate this Policy in so far as the Accidental Death Benefit is concerned. In any Policy year, the amount of Accidental Death Benefit shall be the principal sum.

Fraud

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

Fraudulent Claims

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

Fraud Warning

Section 251 of the Insurance Code, as amended, imposes a fine not exceeding twice the amount claimed and/or imprisonment of two (2) years, or both, at the discretion of the court, to any person who presents or causes to be presented any fraudulent claim for the payment of a loss under a contract of insurance, and who fraudulently prepares, makes or subscribes any writing with intent to present or use the same, or to allow it to be presented in support of any claim.

Clerical Error

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

Assignment

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

Age Limitation

If at the at the start of the Period of Insurance, the age of the Insured at nearest birthday is more than seventy (70) years, this policy cover shall be void and the Company shall be liable only for the return of the premiums actually paid on it.

Geographical Limits

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

Terms and Conditions

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

Complying With Policy Conditions

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

Entire Contract

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

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

Governing Law

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

Mediation

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

Legal Action

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

Civil Code 1250 Waiver Clause

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

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

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

Availability of the Group Policy

This Group Policy shall be kept in the main office of the Policyholder and shall be in the custody of its authorized officer. This Group Policy shall be available to the Insured for inspection during the regular office hours of the Policyholder.

Privacy Statement

In this Statement “We”, “Our” and “Us” means Insurance Company of North America (a Chubb Company). “You” and “Your” refers to Our customers and prospective customers as well as those who use Our website. This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

Why We Collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns, You can contact Our customer service team on +63 2 849 6000.

How We Obtain Your Personal Information

We collect Your Personal Information (which may include sensitive personal information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party, We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

How We Disclose Your Personal Information

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have subcontracted to provide a specific service for Us, which may be located outside of the Philippines. These entities and their locations may change from time to time. Please contact Us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (e.g., insurance broker) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside the Philippines, We take steps to protect Personal Information against unauthorized disclosure, misuse or loss.

Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Data Protection Officer.

Access to and Correction of Your Personal Information

If you would like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, or You would like a copy

of Our Privacy Policy, or wish to request access to, update or correct your personal information held by Us, please contact Our customer service team on +63 2 849 6000 or email DPO.PH@chubb.com

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Data Protection Officer
Insurance Company of North America (a Chubb Company)
24th Floor Zuellig Building
Makati Avenue corner Paseo de Roxas
Makati City 1226, Philippines
E-mail DPO.PH@chubb.com

Contact Us

Insurance Company of North America
A Chubb Company
24th Floor Zuellig Building
Makati Avenue corner Paseo de Roxas
Makati City 1226 Philippines
O +63 2 849 6000
F +63 2 325 1675

About Chubb in the Philippines

Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs more than 30,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in the Philippines for more than 70 years. Chubb in the Philippines is a branch of Insurance Company of North America, which has been assigned a financial rating of AA by Standard & Poor's. The company provides specialized and customized coverages for Property, Casualty, Marine, Financial Lines, as well as Accident & Health. It leverages global expertise and local acumen to tailor solutions to mitigate clients' risks. With a focus on building strong relationships with its clients by offering responsive service, Chubb in the Philippines has become one of the leading providers of Specialty Personal Lines, Accident & Health insurance through direct marketing.

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

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