



**TRAVEL SECURE**  
**TRAVEL INSURANCE POLICY**  
(Individual and Family Package)

**THIS POLICY WITNESSETH THAT**, subject to the payment of the Insured of the premium, the Company agrees, subject to the terms contained herein or endorsed hereon to assist and/or pay compensation for the Insured Person or in the event of accidental death the legal personal representatives of the Insured Person upon the basis of and in accordance with Table of Benefits in respect of injury sustained by the Insured Person during the Period of Insurance.

The proposal made by the Policyholder shall be the basis of the contract and hereby made part of this policy. The provisions printed in this policy booklet and the Policy Schedule herein attached form a part of this policy as fully stated over the signature hereto affixed.

**IN WITNESS WHEREOF**, the Company has caused this Policy to be signed by its duly authorized representative at the date and place stated in the Policy Schedule.

You have a free-look period of five (5) calendar days from the date that you receive this Policy to review it. If you decide that this Policy does not suit your needs, you may cancel it by giving us written instructions and returning the Policy to us within the free-look period. Provided that, no claims have been made during this period, we shall refund the premiums paid. This free-look period shall not apply to policies with term less than one (1) year. It will also not apply to policy renewals.

Documentary stamp to the value stated above have been properly affixed and cancelled on the duplicate 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 the Policyholder relating to insurance matters.



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## 1. Basic Information

CLASS OF INSURANCE	:	<b>Outbound Travel PA Insurance</b>
POLICYHOLDER	:	Individuals
TERRITORIAL LIMIT	:	Worldwide
PERIOD OF INSURANCE	:	Per Trip Basis
SUM INSURED	:	As per Schedule of Benefits
ELIGIBILITY	:	Adult: eighteen (18) years old to ninety-nine (99) years old Children: zero (0) to seventeen (17) years old Fully Vaccinated with WHO-approved COVID-19 Vaccine
TERRITORIAL SCOPE	:	Philippines
MEDICAL REQUIREMENT/ SUBJECTIVITIES	:	Fully vaccinated or proof of negative PCR test or Fourteen (14)-day waiting period  Ages zero (0) to two (2) years old are subject to submission of Pediatrician's Certification (three (3) weeks prior to trip departure) that child is fit to travel.  Ages zero (0) to five (5) years old are to submit proof that they are travelling with a legal guardian and their airplane seats are next to each other.  Ages seventy-one (71) to ninety-nine (99) years old are required to: 1. Submit Medical Certificate (three (3) weeks prior to trip departure) certifying that traveler is fit to travel 2. Submit Annual Physical Examination Report (obtained within six (6) months prior to trip departure) 3. Be accompanied by at least one (1) traveler of ages eighteen (18) to fifty-nine (59) years old for the duration of the trip
EXCLUDED OCCUPATIONS		1. Flight crew (except as a passenger) – separate product would apply. 2. Seagoing vessel crew (except as a passenger) 3. Train crew (except as a passenger) 4. Mine workers 5. Oil rig workers 6. Aerial photographers 7. Workers handling explosives 8. Personnel of navy, military, air force, law enforcement or civil defense service or operation.
SUBJECTIVITIES		- Negative PCR Test within seventy-two (72) hours prior to travelling or subject to destination country's travel requirement

## 2. Schedule of Benefits

	Travel 500 (PHP)	Travel 1000 (PHP)	Travel 2500 (PHP)
<b>PERSONAL ACCIDENT</b>			
Personal Accident (Accident Death & Disablement)	500,000	1,000,000	2,500,000
<b>MEDICAL EXPENSES</b>			
Medical Expenses and Hospitalization*	500,000	1,000,000	2,500,000
Sublimit for COVID-19 related Medical Expense and Hospitalization for Ages 65 years old and above	500,000	500,000	2,000,000
Emergency dental care due to accident; for immediate relief of pain, restoration and replacements of sound natural teeth.	25,000.00	25,000	25,000
<b>REPATRIATION COVERAGE AND OTHER EMERGENCY BENEFITS</b>			
Medical Evacuation and Repatriation*	500,000	1,000,000	1,850,000
Repatriation of Mortal Remains*	500,000	1,000,000	1,000,000
Compassionate Visit	2,500 / day - Maximum of 25,000	5,000 / day - Maximum of 50,000	10,000 / day - Maximum of 50,000
Care for Minor Children/Return of Minor Children	2,500 / day - Maximum of 25,000	5,000 / day - Maximum of 50,000	10,000 / day - Maximum of 50,000
Flight Delay (after 6 hours)	6,250	12,500	12,500
Missed Connecting Flight (after 6 hours)	6,250	12,500	12,500
Flight Diversion (after 6 hours)	6,250	12,500	12,500
Aircraft Airjacking (6 hours waiting period; will pay every 24 hours, maximum of 10 days)	1,250/ day max of 10 days	5,000/ day max of 10 days	5,000/ day max of 10 days
Trip Cancellation	Up to 12,500	Up to 25,000	Up to 25,000
Trip Termination / Curtailment	Up to 12,500	Up to 25,000	Up to 25,000
<b>PERSONAL BELONGINGS &amp; BAGGAGE</b>			
Loss of Passport & Travel Documents	Up to 12,500	Up to 12,500	Up to 12,500
Loss or Damage to Baggage and Personal Effects (checked in with airline and checked-in with common carrier)	Up to 6,250 per item / Max Up to 25,000	Up to 12,500 per item / Max Up to 50,000	Up to 12,500 per item / Max Up to 50,000
Baggage Delay (outbound only) after 6 hours	Up to 6,250	Up to 12,500	Up to 12,500

Note: 1. Above benefits with asterisks (\*) extends to include cover as a result of COVID-19 cases.  
2. For Travel 2500, the combined amount payable under Medical Expenses and Hospitalization and/or Medical Evacuation and Repatriation benefits shall not exceed Php 2,500,000.

## 3. Specific Terms and Conditions

Definitions	<p><b>Accident.</b> Sudden, unforeseen or unexpected event which happens during the Period of Insurance and which is the sole cause of the Injury or damage to or loss of property, including:</p> <ol style="list-style-type: none"> <li>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;</li> <li>b. Infections resulting from an accident covered by the Policy;</li> <li>c. Injuries that are a consequence of surgical operations or medical treatments resulting from an accident covered by the Policy; and</li> </ol>
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d. The injuries sustained as a result of self-defence.

**Beneficiary.** For the effects of Personal Accident coverage, the person or persons to whom the Policyholder or, where applicable, the Insured Person, 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 estate of Insured Person.

**Bodily injury.** Bodily injuries or death, caused to natural persons.

**COVID-19.** Coronavirus disease 2019 (COVID-19) is an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

**Dangerous Sports.** Fighting or self-defence sports, professional and 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, free climbing without ropes, motor sports, use of firearms, yachting, abseiling, off-road mountain biking, ice hockey, canyoning, parachuting, bobsleighting, aviation other than as a fare-paying passenger on a scheduled flight, gliding, hanggliding, microlight flying, rodelen, downhill skiing and langlaufen on the normally marked public open pistes, snowboarding, big foot skiing, mono-skiing and any sport involving an extra risk of accident, American Football, rugby, bungee jumping, caving, horse riding, trekking above two thousand five hundred (2,500) metres, mountaineering with the use of ropes, rock climbing with the use of ropes, scuba diving (up to forty (40) meters), white water canoeing, white water rafting, water skiing, off piste skiing and off piste snowboarding (provided accompanied by a guide or instructor) **and any other sport involving an exceptional risk of accidents.**

**Participation in competitions or tournaments organised by sporting federations or similar organisations and any other sport not described above is not included.**

- **Hospital.** An establishment registered under the relevant laws and regulations to care for and treat sick and injured persons as paying patients, and which:
  - a. has facilities for diagnosis, treatment and major surgery;
  - b. provides twenty-four (24)-hour a day nursing services by registered nurses;
  - c. is under the supervision of Medical Practitioners; and
  - d. is not primarily a nature cure clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home, home for the aged, community hospital or similar establishment.
- **Illness.** Any deterioration in health diagnosed and confirmed by a legally recognised Medical Practitioner during the life of the Policy and which is not comprised in the two groups below:
  - i. **Congenital disease:** Any disease that exists at the moment of birth as a consequence of hereditary factors or complaints acquired during pregnancy.
  - ii. **Pre-existing disease:** Any disease, injury or pre-existing or chronic conditions suffered by the Insured Person prior to signing the contract or its renewal or extension. It also refers to any medical condition (no matter how minor), which manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; or which medical advice, diagnosis, care or treatment was recommended or received (this includes being referred to a medical professional for any reason); or required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or required medical treatment or

treatment was recommended by a Legally Qualified Medical Practitioner the two (2) years Look Back Period prior to the day the Insured Person purchase a travel insurance Policy.

Within the Look Back Period, if the Insured Person with the condition has any symptoms, appointment, visit or consultation with a medical professional, test, diagnosis, medication adjustment or change, then this condition would be considered pre-existing.

**Fully Vaccinated.** The administration of complete doses of the COVID-19 vaccine(s) as recommended, prescribed and approved by the local Ministry of Health (MOH) or World Health Organisation (WHO) on the date You purchase this Policy, provided that You must have received the last dose of the said COVID-19 vaccine for at least fourteen (14) days prior to the Trip.

**You/Your/Person Insured.** Each person named in the **Policy Schedule**, who is at least eighteen (18) years of age and a Philippines citizen, Permanent Resident, Work Permit Holder, Employment Pass Holder, Student Pass Holder, Permitted Traveller or otherwise legally employed in Philippines. For eligible covered persons below eighteen (18) years old, Policy will be named under legal guardian for the account of (FAO) the child.

**The Company.** Refers to Fortune General Insurance Corporation or FGen.

**Trip.** The journey commencing from the time You depart from Your accommodation or any other elected departure point in Philippines directly heading to the airport (whichever is later) and ceases on whichever of the following occurs first:

- a) The end of the Period of Insurance specified in the Policy Schedule;
- b) Your return to Your accommodation in Philippines after arriving from the Philippine airport; and
- c) Twenty-four (24) hours after Your arrival at Philippine airport.

The duration for each Trip shall not exceed one hundred eighty (180) consecutive days for single trip cover and ninety (90) consecutive days for Annual multi-trip cover from the commencement date of the Trip. For one-way travel, cover will cease seventy-two (72) hours from the scheduled time of arrival at the final destination and stop overs shall not exceed thirty (30) days.

**Illness.** A physical condition marked by a pathological deviation from the normal healthy state.

**Immediate Family Member.** Any of the following persons: parents, siblings, spouse, and children of the Insured Person.

**Medical Practitioner.** A medical practitioner qualified, registered and licensed to practice western medicine, by the appropriate health authority/medical council/professional body and who, in rendering such treatment, is practicing within the area and scope of his licensing and training of medical practice, provided that the **Medical Practitioner** is not **You**, and/or **Your Immediate Family Member**.

**Period of Insurance.** Duration of cover as stated in the **Policy Schedule**.

**Policy Schedule.** A document where Your personal information, Period of Insurance, coverage type, Plan, Date of Issue, benefits, premium and sum insured are specified.

**Pre-Existing Illness.** Any physical or mental defect or infirmity, disease or Illness arising out of a single or continuous series of causes existing twelve (12) months before

	<p>the Period of Insurance of which You were aware or had reasonable knowledge of. Reasonable knowledge of a pre-existing illness is deemed if: -</p> <p>a) You received or are still receiving treatment;</p> <p>b) medical advice, diagnosis, care or treatment has been recommended and/or received;</p> <p>c) clear and distinct symptoms are or were evident; or</p> <p>d) its existence would have been apparent to a reasonable person in the circumstances.</p>																														
Benefits	<p><b>A. PERSONAL ACCIDENT</b></p> <ul style="list-style-type: none"> <li>• <b>ACCIDENTAL DEATH</b> The Company will pay the sum insured as stated in the Schedule of Benefit, if the Insured sustained Accident during the Trip which results in Death within one hundred eighty (180) days from the day the incident occurred.</li> <li>• <b>PERMANENT DISABLEMENT</b> The Company will pay the sum insured as stated in the Schedule of Benefit, if the Insured sustained Accident during the Trip, which results in Permanent Disablement. The disablement must be certified by a Medical Practitioner.</li> </ul> <table border="1" data-bbox="552 730 1416 1892"> <thead> <tr> <th></th> <th>Table of Benefits</th> <th>Scale of Compensation</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Accident Death</td> <td>100%</td> </tr> <tr> <td>2</td> <td>Permanent Disablement</td> <td></td> </tr> <tr> <td>2a</td> <td> <ul style="list-style-type: none"> <li>• Loss of two limbs/both hands/ 100% all fingers and both thumbs</li> <li>• Total loss of sight of both eyes</li> <li>• Total paralysis</li> <li>• Injuries resulting in being permanently bedridden</li> <li>• Any other injury causing permanent total disablement from gainful employment of any and every kind</li> <li>• Loss of arm at shoulder/arm between shoulder and elbow/arm at elbow/arm between elbow and wrist</li> <li>• Loss of hand at wrist</li> <li>• Loss of leg at hip/between knee and hip/ below knee • Loss of whole eye/all sight in one eye</li> </ul> </td> <td>100%</td> </tr> <tr> <td>2b</td> <td> <ul style="list-style-type: none"> <li>• Loss of all sight in one eye except 50% perception of light/Loss of lens of one eye</li> <li>• Loss of four fingers and thumb of one hand</li> </ul> </td> <td>50%</td> </tr> <tr> <td>2c</td> <td>• Loss of four fingers</td> <td>40%</td> </tr> <tr> <td>2d</td> <td> <ul style="list-style-type: none"> <li>• Loss of thumb</li> <li>- both phalanges</li> <li>- one phalanx</li> </ul> </td> <td>25% 10%</td> </tr> <tr> <td>3</td> <td> <ul style="list-style-type: none"> <li>• Loss of index finger</li> <li>- three phalanges</li> <li>- two phalanges</li> <li>- one phalanx</li> </ul> </td> <td>10% 8% 4%</td> </tr> <tr> <td>3a</td> <td> <ul style="list-style-type: none"> <li>• Loss of middle finger</li> <li>- three phalanges</li> <li>- two phalanges</li> <li>- one phalanx</li> </ul> </td> <td>6% 4% 2%</td> </tr> <tr> <td>3b</td> <td> <ul style="list-style-type: none"> <li>• Loss of ring finger</li> <li>- three phalanges</li> <li>- two phalanges</li> <li>- one phalanx</li> </ul> </td> <td>6% 4% 2%</td> </tr> </tbody> </table>		Table of Benefits	Scale of Compensation	1	Accident Death	100%	2	Permanent Disablement		2a	<ul style="list-style-type: none"> <li>• Loss of two limbs/both hands/ 100% all fingers and both thumbs</li> <li>• Total loss of sight of both eyes</li> <li>• Total paralysis</li> <li>• Injuries resulting in being permanently bedridden</li> <li>• Any other injury causing permanent total disablement from gainful employment of any and every kind</li> <li>• Loss of arm at shoulder/arm between shoulder and elbow/arm at elbow/arm between elbow and wrist</li> <li>• Loss of hand at wrist</li> <li>• Loss of leg at hip/between knee and hip/ below knee • Loss of whole eye/all sight in one eye</li> </ul>	100%	2b	<ul style="list-style-type: none"> <li>• Loss of all sight in one eye except 50% perception of light/Loss of lens of one eye</li> <li>• Loss of four fingers and thumb of one hand</li> </ul>	50%	2c	• Loss of four fingers	40%	2d	<ul style="list-style-type: none"> <li>• Loss of thumb</li> <li>- both phalanges</li> <li>- one phalanx</li> </ul>	25% 10%	3	<ul style="list-style-type: none"> <li>• Loss of index finger</li> <li>- three phalanges</li> <li>- two phalanges</li> <li>- one phalanx</li> </ul>	10% 8% 4%	3a	<ul style="list-style-type: none"> <li>• Loss of middle finger</li> <li>- three phalanges</li> <li>- two phalanges</li> <li>- one phalanx</li> </ul>	6% 4% 2%	3b	<ul style="list-style-type: none"> <li>• Loss of ring finger</li> <li>- three phalanges</li> <li>- two phalanges</li> <li>- one phalanx</li> </ul>	6% 4% 2%
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	<ul style="list-style-type: none"> <li>• Loss of metacarpals</li> <li>- first or second (additional)</li> <li>- third, fourth or fifth (additional)</li> </ul>	<ul style="list-style-type: none"> <li>3%</li> <li>2%</li> </ul>
	<ul style="list-style-type: none"> <li>• Loss of toes</li> <li>- all</li> <li>- great, both phalanx</li> <li>- great, one phalanx</li> <li>- other toe (each)</li> </ul>	<ul style="list-style-type: none"> <li>15%</li> <li>5%</li> <li>2%</li> <li>1%</li> </ul>
	<ul style="list-style-type: none"> <li>• Loss of hearing</li> <li>- both ears</li> <li>- one ear</li> </ul>	<ul style="list-style-type: none"> <li>75%</li> <li>15%</li> </ul>
	<ul style="list-style-type: none"> <li>• Loss of Speech</li> </ul>	<ul style="list-style-type: none"> <li>50%</li> </ul>
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**B. MEDICAL EXPENSE AND HOSPITALIZATION**

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

The Company’s medical team will maintain the telephone contacts necessary with the center and with the Medical Practitioner/s attending to the Insured Person to supervise the provision of proper health care.

The coverage will be on a cashless basis if done within the accredited network of medical providers. Otherwise, it will be paid by the Insurer thru reimbursement subject to Policy terms and conditions.

The company will pay up to the amount shown in the Schedule of Benefits for the necessary and reasonable cost incurred during the trip as a result of the Insured Person’s becoming ill, being injured or dying. This includes:

- Medical, surgical and hospital treatment and ambulance cost

Furthermore, the Company will send the Insured Person to a panel medical provider for treatment up to the limit specified in the Schedule of Benefit which is reasonably and customary treatment charges incurred during the Trip as a direct, sole and independent result of COVID-19 infection suffered by the Insured Person.

**C. EMERGENCY MEDICAL REPATRIATION**

The Company will pay for air or surface transportation, medical care during such transportation, communications and all usual ancillary charges incurred in moving the insured with Serious Injury/Serious Illness causing life threatening medical emergencies such as Your death or serious impairment to Your health, requiring Your immediate evacuation to obtain urgent medical treatment in the nearest hospital where appropriate medical care is available, not necessarily to Philippines, as advised and approved by Our authorised service provider.

**D. REPATRIATION OF MORTAL REMAINS**

In the event of the death of the Insured Person as a result of an accident or while undergoing hospital treatment (as covered under the Policy), 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 in their country of origin.

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

**E. COMPASSIONATE VISITATION AND RETURN OF MINOR CHILDREN BENEFIT**

Should the Insured Person be hospitalized due to sudden illness or accident for more than five (5) days or is deceased, and accompanied by a minor (**up to fifteen (15) years old**) during the event and if no adult accompanies the said minor, the Company will provide a suitable person to look after him/her during the trip to the hospital where the former is hospitalized or the company will meet the cost in respect of an economy roundtrip (outbound and inbound) transfer of one immediate family member, having the same country of residence as the Insured Person to accompany the Insured Person and minor considering this minor is unable to travel by his/her own means of transport or the means of transport used for the initial trip.

OR

Likewise due to same event when the Insured Person 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 Cover while the Insured Person is on a Trip and his/her medical condition does not allow evacuation and no adult member of the Insured Person's family is with him/her, the Insurer shall arrange for the transfer of a person chosen by the Insured Person or an Immediate Family Member from the Usual Place of Residence or Usual Country of Residence of the Insured Person. The Insurer shall meet the cost in respect of an economy round-trip transfer and necessary and relevant accommodation, transportation and meal expenses there of one (1) Immediate Family Member from the Usual Place of Residence or Usual Country of Residence of the Insured Person, up to the amount shown in the Schedule of Benefits.

Either one of said benefits include the indemnity for the rescuers arising out of a covered accident suffered by the Insured Person. Coverage is part of the benefit limit.

Note: The Insured Person may claim ONLY one of these benefits per trip: Compassionate Visit or Return of Minor Children

**F. FLIGHT DELAY**

This Section covers flight delays due to severe weather conditions and equipment failure of aircraft.

The company shall reimburse the cost of basic necessities that may be incurred such as transport and hotel accommodation, maintenance (meals), toiletries and necessary clothing.

The above are payable subject to presentation of the corresponding original invoices and up to the amount shown in the Schedule of Benefits, if after more than six (6)-hour period (for international trips) the Insured Person is delayed as long as the Insured Person eventually goes on the trip.

This does not cover any 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.

Also excluded from this guarantee are those delays that occur on charter or non-regular flights.

#### CONDITIONS AND LIMITATIONS APPLICABLE TO FLIGHT DELAYS

The Insured Person must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this Section of the Policy.

Claims under this Section shall be calculated from the actual time of departure of the conveyance on which the Insured Person was booked to travel, as specified in the booking confirmation.

#### **G. MISSED CONNECTING FLIGHT**

The company shall pay the cash benefit as started in the schedule of benefits should you miss your travel connection due to a delay in the arrival of scheduled transportation you have previous reserved and there are no other travel arrangement made available to you within six hours of the scheduled departure of your travel connection.

There must be written proof of missed connection and delay from the transport operator (flight, rail, coach, ferry with fixed itinerary) This benefit can only be claimed once per trip.

#### **H. FLIGHT DIVERSION**

The company shall pay the cash benefit as stated in the schedule of benefits should your flight be diverted to a different destination as reserved and there are no other travel arrangement made available to you within six (6) hours of disembarking the diverted flight.

There must be written proof of flight diversion from the transport operator. This benefit can only be claimed once per trip.

#### **I. HIJACKING INCONVENIENCE**

Aircraft Hijacking means any seizure or exercise of control by force or violence or threat of force of violence and with wrongful intent of an Aircraft.

This Section will pay the Insured Person the scheduled indicated on the plan per day (minimum six (6) hours waiting period; maximum of ten (10) days) for delay or interruption of the journey in excess of waiting period of six (6) hours which prevents the Insured Person from reaching the scheduled destination of the aircraft on which he or she is the passenger as a result of an act of Aircraft Hijacking.

The company will pay up to the limit of the of the preferred plan.

**The hijack covered is only that occurs via aircraft.**

#### **J. TRAVEL CANCELLATION**

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

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

Provided that the trip is cancelled before it actually starts due to Hospitalization of Insured Person, his travel companions or his Immediate family member/s within THIRTY (30) days prior to travel start date.

#### **K. TRAVEL CURTAILMENT**

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

Trip curtailment is when Insured Person's trip is cut short and Insured Person returns to the Usual Country of Residence earlier than planned due to unforeseen circumstances as enumerated under this benefit.

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

- a. Insured Person's treating Medical Practitioner certifying that he/she is unfit to continue with the original itinerary. Serious illness (excluding pre-existing illness), serious bodily accident or death sustained by the Insured Person during Insured Person's trip object of insurance.
- b. The unforeseen death, serious injury or illness (excluding pre-existing illness) of the Insured Person's Immediate Family Member/s

Note: Trip Curtailment due to Insured Person's and Insured Person's Immediate Family Member's pre-existing illnesses are NOT covered.

- c. Serious damage caused by fire, explosion or robbery in Insured Person's Usual Place of Residence or the Insured Person's own or rented business premises in the Philippines, which rendered them uninhabitable or under serious risk of greater damage occurring which justify indispensably his /her presence.

The guarantees will only be valid if provided that Insured Person has no knowledge of any unforeseeable circumstances that will possibly lead to curtailment of the trip.

#### **IMPORTANT INFORMATION FOR CANCELLATION AND CURTAILMENT COVER**

The Insured Person will be under the obligation to notify his/her travel provider within three (3) days or as soon as Insured Person has knowledge causing it and the Company of the cancellation or curtailment 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 Person 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.

**IMPORTANT:** The insurance premium cannot form part of any claim.

#### **L. LOSS OF PERSONAL DOCUMENTS**

The Company will pay up to the amount shown in the Schedule 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 during the trip:

- Passports
- Traveller's Cheques (if these cannot be refunded by the provider)
- Visa

Important Information:

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

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

#### **M. LOSS OF BAGGAGE AND PERSONAL EFFECTS**

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 amount shown in the Schedule of Benefits, as a sum of both compensation payments, for the collection of baggage and possessions checked-in by each Insured Person, 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 Person 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.

	<p>Compensation payments received under this benefit will be net of the compensation received for the delay of that baggage under this Policy.</p> <p><b>N. BAGGAGE DELAY</b></p> <p>The Company covers the minimum delay of six (6) hours in the arrival of registered and tagged baggage on an IATA (International Air Transport Association) Member Airline in the event the baggage was delayed, misdirected or temporarily misplaced in its delivery provided the baggage is registered, with a maximum the sum provided by the preferred plan, for the purchase of articles of basic necessity (i.e., necessary clothing and toiletries).</p> <p>This benefit is for outbound trips only.</p> <p>All such claims shall be accompanied by documents duly certified by the Airline attesting to the occurrence of the event.</p>
<p>Exclusions</p>	<p><b>SPECIFIC EXCLUSIONS FOR PERSONAL ACCIDENT</b></p> <p>The Company is not liable in respect of Personal Accident Claims arising out of and/or attributable to and/or in connection with the following:</p> <ol style="list-style-type: none"> <li>1) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny or usurped power, military or popular uprising, strike riot and civil commotion;</li> <li>2) Insanity, suicide (whether sane or insane) or any attempt threat, intentional self-inflicted injuries;</li> <li>3) Any form of illness, disease, infection or parasites</li> <li>4) Childbirth, miscarriage, pregnancy or any complications thereof;</li> <li>5) Provoked murder or assault;</li> <li>6) While travelling in an aircraft or ship as a member of the crew, except only as a fare-paying passenger in an aircraft or ship licensed for passenger service;</li> <li>7) While committing or attempting to commit any unlawful act;</li> <li>8) While participating in any professional sports;</li> <li>9) Insured Person engaging or participating in dangerous activities or sports such as winter sports skating of any kind rock climbing mountaineering (which requires the use of ropes or guides) pot-holing skin diving parachuting under water activities necessitating the use of underwater breathing apparatus steeple chasing big game hunting or hunting;</li> <li>10) Racing (other than on foot), pace-making, speed or reliability trails;</li> <li>11) Riding/driving without a valid driving license;</li> <li>12) While participating in a brawl/strike/riot/civil commotion or demonstration;</li> <li>13) asbestos;</li> <li>14) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos;</li> <li>15) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;</li> <li>16) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;</li> <li>17) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;</li> <li>18) Any act of terrorism, For this purpose an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear;</li> </ol>

- 19) Any pre-existing physical defect/infirmity fits of any kind, disease or sickness of any kind unless caused by COVID-19; or
- 20) Occupational Exclusions:
- a. Seagoing vessel crew (except as a passenger)
  - b. Mine workers
  - c. Oil rig workers
  - d. Aerial photographers / Activities
  - e. Workers handling explosives
  - f. Personnel of navy, military, air force, law enforcement, armed forces or civil defense service or operation.
  - g. Professional or Semi-Professional Sports Men

**SPECIFIC EXCLUSIONS FOR LOSS OF PERSONAL DOCUMENTS, EFFECTS, BAGGAGE DELAY**

1. The excess shown in the Schedule of Benefits.
2. Claims arising due to an unauthorized person fraudulently using the Insured Person's credit or debit cards.
3. Losses due to devaluation or depreciation of currency.
4. 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.
5. Any claims in relation to:
  - a. Unaccompanied luggage (unless the Insured Person's airline carrier has to transfer the Insured Person's luggage to a different carrier of flight for reasons other than the luggage being over the allowable weight limit); and
  - b. Luggage sent under any freight agreement or items sent by postal or courier services.
6. Any claim which the Insured Person have claimed, or are claiming for under the Winter Sport Equipment, Business Equipment or Golf Equipment Sections.
7. Loss of Money not reported to the police within twenty-four (24) hours of discovery and supported by a written police statement.
8. If your property is legally delayed, held or confiscated by Customs, the police or other officials.
9. Loss of jewellery (other than wedding rings) while swimming or taking part in physical, sporting or adventure activities.
10. Loss of date or losses caused by mechanical or electrical breakdown or damage caused by leaking powder or fluid carried within your baggage.
11. Loss, robbery/burglary or damage to sunglasses, dentures, paintings, household equipment, mobile phone prepaid minutes have not used, mobile rental charges or payments, bicycles and their accessories, motor vehicles and their accessories, marine craft and equipment or items of perishable nature (meaning items that can decay or not and will not last for long, for example food.
12. Wear and tear, depreciation in value or gradual deterioration, damage by moth, vermin, insects, atmospheric or climatic conditions, or any process if cleaning, dyeing, ironing, repairing, restoring or like actions.
13. Pickpocket, snatching, trickery, hypnosis or when Insured Person was made gullible, looting, embezzlement, larceny, pilferage, purloin.
14. Mysterious Disappearance means a disappearance that is mysterious. To constitute a mysterious disappearance, the disappearance must be under unknown, puzzling, and baffling circumstances which stir up wonder, curiosity, or speculation, or under circumstances which are difficult to understand or explain.
15. 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.

16. Any losses resulting from an object not delivered into the safekeeping of a carrier simply being misplaced or forgotten.
17. Robbery while staying at a camping or caravan site, or in any non-permanent accommodation.
18. Breaking of china, pottery, glass or other brittle articles, other than photographic and telescopic lenses.
19. Failure by Insured Person to take ordinary and reasonable precautions for the safety of Insured Person's Luggage, clothing and personal effects. Robbery / burglary 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.
20. Any article of a value greater than two hundred Philippine pesos (PHP 200) if not accompanied by the original bills of purchase and proof of ownership.
21. Any articles not documented on the police report, or other official report, compiled at the time that the robbery / burglary is reported to the respective authority.
22. Ordinary care is lacking among other things in case of transportation with a motor vehicle:
  - a. If Insured Person leaves behind Valuable Articles and Valuable Documents in a car, caravan/camper or motorcycle;
  - b. 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;
  - c. The interior of a camper, delivery van, car or caravan allowing no outside view on the goods due to a properly fixed provision; and
  - d. A properly fixed and locked luggage boot or luggage compartment.

**SPECIFIC EXCLUSIONS FOR BAGGAGE DELAY:**

Insured Person is not covered:

1. For claims not declared to a competent person of the airline company as soon as the Insured Person knows the baggage is late or lost;
2. For any clothing or toiletries that the Insured Person purchased more than four (4) days after the actual time of arrival at the airport of destination;
3. When the baggage delay occurs from arrival to the Insured Person's usual place of residence; In which case is the return to the Philippines; and
4. For purchases made after delivery of Insured Person's baggage by the air carrier.

**Important Information**

1. There is no cover under this Section if Insured Person's baggage is delayed on his/her arrival from journey to the Usual Place of Residence.
2. Insured Person must get written confirmation of the length of the delay from the appropriate airline or Transport Company and he/she must keep all receipts for the essential items he/she buy. If the Insured Person's baggage is permanently lost, The Company will deduct any payment the Company made for delayed baggage from your overall claim for baggage.

**SPECIFIC EXCLUSIONS FOR TRAVEL DELAY:**

1. 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.
2. Any claim that results from actual or planned strike or industrial action whether the public knew about it or not at the time the Insured Person 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.
3. Any delays that occur on charter or non-regular flights.
  4. Mechanical failures of the mean of aircraft transport.

**Important Information**

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

**SPECIFIC EXCLUSIONS FOR TRIP CURTAILMENT:**

In addition to the General Exclusions to all the guarantees of this Policy, travel cancellations are not guaranteed when they are brought about by:

1. Any change of plans because the Insured Person or his/her travelling companion changes his/her mind and decide not to proceed with the original trip or choose not to travel.
2. Any cost that would not have been incurred had the Insured Person told the appropriate holiday company, including but not limited to tour operators, travel agents, transport providers, or accommodation providers, as soon as the Insured Person knew that he/she had to cancel his/her trip.
3. The Insured Person 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 Person's itinerary or the time advised to him/her.
4. Cost which the Insured Person paid on behalf of any other person, unless that person is also an Insured Person named on the Insured Person's Certificate of Protection.
5. 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.
6. a) Claims arising from Insured Person's business (other than severe damage to Insured Person'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 Person being involuntarily retrenched from his/her usual full-time employment in the Philippines.  
b) Claims arising from the Insured Person's financial or contractual obligations or those of his/her travelling companion, relative or business associate.
7. 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.
8. 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.
9. Pandemics / Epidemics.
10. Failure to furnish, for any cause, the documents indispensable for any travel, such as Passport, Visa, Tickets, Identity Card or Vaccination Certificates.
11. Non-emergency dental treatment and rehabilitation treatments.
12. Illness sustained by persons aged more than the maximum age limit indicated in the Policy schedule for the Insured Person and maximum age of 75 years old for Insured Person's Immediate Family Member, Relatives, Business associate and /or Travelling companion.
13. Mental or nervous illness or anxiety for Insured Person, and/or Insured Person's Immediate Family Member, Relatives, Business associate and /or Travelling companion.
14. Expense arising from illness or injury where Insured Person, and/or Insured Person's Immediate Family Member, Relatives, Business associate and /or Travelling companion:
  - are proposing to travel against a Medical Practitioner's advice;

	<ul style="list-style-type: none"> <li>• are receiving, or are on a waiting list for inpatient treatment in a hospital or nursing home;</li> <li>• have received a terminal prognosis.</li> </ul> <ol style="list-style-type: none"> <li>15. Any claim relating to a medical condition for which Insured Person and/or Insured Person's Immediate Family Member, Relatives, and Business associate and / or Travelling companion received treatment in the twelve (12) months prior to arranging cover.</li> <li>16. Any amount recoverable from a travel agent, tour operator, carrier or any other source</li> <li>17. Pregnancy or childbirth of the Insured Person, and/or Insured Person's Immediate Family Member, Relatives, Business associate and /or Travelling companion.</li> <li>18. Insured Person failing to allow sufficient time to reach his/her departure point from Insured Person's Home Country in time.</li> <li>19. Cost of visas which the Insured Person paid for and which he/she cannot recover from any sources.</li> <li>20. Any trip cancellation caused by natural phenomena.</li> <li>21. Trip cancellation solely due to epidemic or pandemic-related travel advisories issued by governments, health authorities or the World Health Organization, by or for destination country or origin country.</li> <li>22. Trip cancellation resulting solely from border closures, Quarantine or other government orders, advisories, regulations or directives.</li> <li>23. Trip cancellations if Insured Person cancel your Trip because of disinclination to travel, change of mind or fear of travelling.</li> <li>24. Travelling against a Medical Practitioner's advice, or any claim arising from Insured Person acting in a way that goes against the advice of a Medical Practitioner.</li> <li>25. Refundable Bookings.</li> <li>26. Trip Cancellation caused by a COVID-19 infection.</li> </ol> <p><b><u>SPECIFIC EXCLUSIONS FOR HIJACKING:</u></b></p> <ol style="list-style-type: none"> <li>1. 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.</li> <li>2. Any claims that results from the Insured Person missing a connection flight or diverted (unless covered under the Policy).</li> <li>3. Any claim that results from actual or planned strike (whether or not known by the Insured Person) or industrial action which the public knew about at the time the Insured Person made travel arrangements for the trip and those delay that is a direct consequence of a strike called by the employees belonging to the airline company and/or departure or arrival airports for the flight, or to service companies subcontracted by the same.</li> <li>4. Any delays that occur on charter or non-regular flights.</li> </ol> <p><b><u>SPECIFIC EXCLUSIONS FOR COVID-19 Benefits (Medical Expense, Medical Repatriation and Evacuation and Repatriation of Mortal Remains)</u></b></p> <ol style="list-style-type: none"> <li>1. Insured is not fully vaccinated prior to trip</li> <li>2. Intentional infection of COVID-19 by not adhering to local SOPs (wearing a mask, etc.)</li> <li>3. Medical expenses unrelated to the treatment of COVID-19 (medication for treatment of pre-existing conditions, etc)</li> </ol>
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#### **4. General Exclusions**

##### **ADDICTION/ INTOXICATION**

Those claims 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.

##### **AERIAL ACTIVITIES**

This Policy does not pay claims arising from flying or other aerial activity except as a fare paying passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognized charter company.

##### **BACTERIAL & VIRAL INFECTION**

The Company will not pay for claims arising from bacterial or viral infections even if contacted by accident except bacterial infection that is the direct result of an accidental cut or wound. This is with the exception of COVID-19 in the context of the relevant benefits and triggers. Flu and common illnesses caused by Bacterial and Viral Infections are covered under this policy.

##### **CARELESSNESS**

Those claims 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.

##### **COSMETIC/ PLASTIC SURGERY**

Any Plastic, Elective, Reconstructive Surgery including treatments for skin, blemishes, aging spots, freckles, dandruff, hair loss, weight control or elective surgery to improve physical appearance, except where such Surgery is necessary for the repair of damage caused solely by bodily injuries as a result of an Accident.

##### **HAZARDOUS ACTIVITIES & SPORTS**

Any treatment or accident arising from participating in:

- animal hunting (game hunting), car/ boat/ horse racing, Boxing
- all Skiing for recreation or competition including Jet Skiing, Skating, and Parachuting (unless to save Insured's life)
- while getting in, getting out or taxing in Balloons or Gliders
- Bungee Jumping, Mountain Climbing with or without Mountain Climbing Equipment and Diving using Oxygen Cylinders and others Breathing Apparatus
- Travelling in an aircraft not operated by a commercial airline which is taxiing, taking off or landing.
- This extends to driving a car or motorcycle without a driver's license.
- Participation in competitions or tournaments organized by sporting federations or similar organizations.

##### **FELONY / MISDEMEANOR / BRAWLING**

The Company will not indemnify the Insured in respect of any Liability or Injury arising out of criminal offences alleged.

The Company will not pay claims for any accident occurring when the Insured is encouraging or taking part or participating in a brawling fight.

## **FIT TO TRAVEL**

Where the Insured or his/her travelling companion were not fit to undertake the Trip as confirmed by his/her medical practitioner when booking the Trip or purchasing this policy.

## **PSYCHIATRY**

Any diagnosis, medical investigation, symptom, diseases or treatment relating to emotional, stress, psychiatric or psychological disorders, Insanity, Behavioral or Characteristic Disorders. This extends to Concentration Problems, Autism, Depression, Eating Disorders or Anxiety.

## **PRE-EXISTING CONDITION**

Any Pre-existing condition which the Insured received medical treatment, diagnosis consultation or prescribed drugs for which medical advice or treatment as recommended by physician within two (2) years preceding the Effective Date of the contract.

## **PREGNANCY**

Any treatment arising from Pregnancy, Child Delivery, Abortion, Miscarriage (except accidental miscarriage), Infertility (includes Infertility Investigation and Treatment), Vasectomy or Contraception.

## **RADIOACTIVITY**

Nuclear Weapons, Radiation, Radioactivity from Nuclear-Fuel or Nuclear Waste or Nuclear Radiation caused by combustion of fuel and Nuclear Fission which self-ignites. Explosion by Radioactivity Nuclear material or dangerous objects used in a Nuclear Explosion.

## **SEXUALLY TRANSMITTED DISEASES (STDs)**

Any investigation, test or treatment arising directly or indirectly from Sexually Transmitted Diseases, including Venereal Diseases, Immune Deficiency Syndrome (AIDs), any AIDs-related condition or infection by Human Immune Deficiency Virus (HIV).

## **SONIC BANGS**

Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## **SUICIDE**

This Insurance does not cover suicide or attempting to commit suicide, self-inflicted accidents, attempting to cause accidents to him/herself or arranging for any third party to undertake such an act.

## **TOUR OPERATOR & AIRLINE FAILURE**

Any claim that results from the tour operator, airline or any other company, firm or person not being able or not being willing to carry out any part of their obligation to the Insured.

## **TRAVELLING AGAINST WHO ADVICE**

The Insured travel to a country, specific area or event when the World Health Organization (WHO) or regulatory authority in a country to/from which you are travelling has advised against all, or all but essential travel.

## **WAR/ TERRORISM**

Any accidents or treatment arising from war (whether it is announced or not), invasion or execution by foreign enemy, Civil War, Revolution, Rebellions, Demonstrations against the government, Riot, Strike,

Calamity or any political unrest having to announce martial law to control the situation, including Terrorism.

## **NATURAL PHENOMENA**

Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.

## **5. General Conditions and Provisions**

### **DUTY OF DISCLOSURE**

The accuracy of the information provided over any means of electronic communications or in the Insured's proposal form will form the basis of and be part of the contract. Before Insured enter into the Insurance contract and during the Period of Insurance, Insured must declare to The Company everything Insured knows or could reasonably be expected to know which will affect The Company's decision on the coverage and the terms of the insurance. If Insured is uncertain about whether a fact is relevant or not, the Insured must declare to The Company about it. The Company will acknowledge receipt of acceptance of material information by stating these on the Policy Schedule. If Insured does not provide this information to The Company, The Company may:

- i. reduce the amount payable for the claim under this Policy;
- ii. refuse to pay the claim that may arise; or
- iii. cancel Insured's Insurance Policy from inception.

### **ELIGIBILITY**

The benefits under this policy shall be extended only to Insured Person named in the Document.

No Benefits shall be paid in respect of an Insured Person who not within the Age of Eligibility specified under the Basic Information found under page one (1) of this policy document.

For annual multi-trip policy, the benefits under this policy in respect of the Insured Person shall automatically terminate once the Insured person has reached seventy-one (71) years of age.

### **RECEIPT OF PAYMENT CLAUSE**

Except only in those specific cases where corresponding rules, which are new or may hereafter be in force provide for the payment of the stipulated premium in periodic installments as fixed percentage, it is hereby agreed, declared and warranted that this Policy shall be deemed effective, valid and binding upon the Company only when the premium therefore has actually been paid in full and duly acknowledged in a receipt signed by an authorized officer or agent of the Company.

### **AMENDMENT OF THE INSURANCE POLICY**

The Amendment of the Insurance Policy will be valid when The Company accepts such agreement and it is legally binding after a formal written statement being attached to the Policy or being issued as an endorsement by The Company's authorized representative in accordance with Section 50 of the Insurance Code.

### **CHANGE OF INSURANCE AGREEMENT**

Insured shall give The Company immediate written notice of any changes in the Country of Residence, occupation, pursuits or health of any Insured, which is likely to result in a material increase in hazard to The Company and if acceptable to The Company, the Insured shall pay any additional premiums that may be required by The Company. Failure to do so shall entitle The Company, in the event of a claim, to repudiate such a claim or at The Company's discretion, adjust the benefits payable.

For Annual Multi-trip policies, The Company reserves the right to amend the terms and provisions of this Policy on any Policy Anniversary date by giving Insured thirty (30) days' written notice of such change. Notice can be delivered via electronic means or sent by ordinary mail to Insured's last known correspondence address in The Company's records. No alteration to this Policy shall be valid unless approved in writing by The Company's authorized representative and reflected in an endorsement. No broker or advisor has the authority to amend or waive any of the terms and conditions of this Policy.

## **MISSTATEMENT**

### **Misstatement of Age**

If the date of birth of any Insured has been incorrectly stated on the proposal form, then the premium shall be adjusted based on the correct age. Any excess premium that may have been paid as a result of any misstatement of age shall be refunded without interest. If at the correct age the Insured would not have been eligible for cover under this Policy, no benefit shall be payable, and The Company's liability shall be limited to the refund of the premium paid without interest. Proof of age of each Insured must be submitted to The Company before any claims can be made under the Policy.

### **Misstatement or fraud**

The Company shall have no liability to pay any benefit under this Policy if Insured or any Insured:

- fail to fully and truthfully disclose to The Company all material information known (or which could reasonably be expected to be known) before inception of this policy and upon each renewal;
- fail to properly fulfil the terms and conditions of this policy;
- make any untruth statement;
- omit, suppress or incorrectly state any material information affecting the risk;
- make any claim that is fraudulent or exaggerated or make any false declaration or statement in support of a claim.

## **GOVERNING LAW AND JURISDICTION**

The Policy shall be governed by and interpreted in accordance with the Law of the Republic of the Philippines. The jurisdiction is the competent court in the Republic of the Philippines.

## **PAYMENT OF LOSS OR INDEMNITY**

The amount of any loss or damage for which the Company may be liable under this Policy shall be paid within thirty (30) days after proof of loss is received by the Company and ascertainment of the loss or damage is made either by agreement between the Policyholder or Beneficiary and the Company 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 or damage shall be paid within ninety (90) days after such receipt.

## **MEDIATION CLAUSE**

In the event of any controversy or claim arising out of or relating to this contract, or any breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the Insurance Commission under its Mediation Rules.

## **ARBITRATION CLAUSE**

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

shall be a condition precedent to any right of action against the Company only in cases of differences as to the amount of liability actually arising out of this Policy.

#### **TO WHOM INDEMNITIES PAYABLE**

Indemnity for loss of life of the Insured is payable to the beneficiary, if surviving otherwise to the Estate of the Insured. All other indemnities of this Policy are payable to the Insured.

#### **RIGHTS OF BENEFICIARY**

Unless irrevocably designated, consent of the Beneficiary shall not be requisite to surrender or assignment of this Policy or to change of Beneficiary or to any other changes in this Policy.

#### **LIMITATIONS OF TIME OF BRINGING SUIT**

If a claim be made and rejected and an action or suit be not commenced either in the Insurance Commission or any court of competent jurisdiction within one (1) year from receipt of notice of such rejection, or in case of arbitration taking place as provided herein, within one (1) year after due notice of the award made by the arbitrators or umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### **TERMINATION CLAUSE.** (Applicable for Personal Accident Benefit)

This Policy shall terminate only in the event of accidental death as provided herein or upon expiry. In any policy year, the aggregate benefits payable under this contract in respect of any one accident resulting in loss/es within one hundred eighty (180) days from date of accident shall be the principal sum (e.g. loss of life, loss of both hands and feet, loss of sight of both eyes and either hand or foot).

In any policy year, the aggregate benefits payable under the Permanent Disablement Benefits of this Policy in respect of one or more accident /s resulting in loss/es within one hundred eighty (180) days from the date of accident /s shall not exceed the principal sum (i.e. For subsequent accident resulting in any loss, which would make the aggregate benefits exceed the principal sum, the amounts payable under the Disablement/Disability shall be the principal sum less the amount paid for previous loss/es). However, the payment of the principal sum for such loss/es shall not terminate the contract in so far as accidental death benefit is concerned. In any policy year, the amount of benefit payable for loss of life arising from independent unrelated accident/event shall always be the principal sum. Any partial benefit already paid for any loss/es shall be carried over the subsequent policy year (i.e. The amount of benefits to be paid in the succeeding policy year shall not be reduced by any amount paid in the preceding policy year.).

#### **CANCELLATION OF THE INSURANCE**

In the event the Insured cancel his/her application after 5-day Free Look period provided under this Policy but prior to the effective date of the Policy, the Company shall refund the premium to the Insured after the deduction of cancellation administration fee. No refund shall be made after the effective date of the Policy.

#### **DOCUMENTARY STAMP TAX PAYMENT**

It is understood that upon issuance of the Policy, no payment for Documentary Stamp Tax will be refunded as a result of the cancellation or endorsement of the policy or a reduction in the premium due for whatever reason.

If a cancellation or endorsement occurs prior to the settlement of the amount due under the policy, you guarantee the payment of the corresponding Documentary Stamp Tax due, which amount may be legally enforced against, and collected from you.

**CURRENCY**

The currency of the premium and any coverage amounts (benefits) will be in Philippines Pesos.

**RENEWAL CLAUSE**

For Annual multi-trip policies, the Policyholder shall be entitled to renew this Policy upon payment of the premium due on the effective date of renewal unless the Company gives notice to the Policyholder either by e-mail or delivered to the Policyholder at the address shown in the Policy at least forty-five (45) days in advance at the end of the Policy period of its intention not to renew the Policy or to condition its renewal upon increase in premium, reduction of limits or elimination of coverage.

**CONFIDENTIALITY**

The Company shall keep all information to which Insured provided confidential either through filling the application form or via electronic communication.

**WAIVER CLAUSE**

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

**FORTUNE GENERAL INSURANCE CORPORATION**

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