



MOSQUITRONELLA Insurance

Corporate Policy

Please examine this document and the schedule and if they do not meet your requirements, or if any information is not correctly stated, kindly return them at once to the issuing office and ask for the corrections to be made.

Documentary Stamps 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 enforcement of all laws relating to insurance and has supervision over Insurance Companies. He is ready at all times to render assistance in setting any controversy between an insurance company and the policyholder relating to insurance matters.

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Welcome to Fortune General

About Fortune General

The insurer of this product is Fortune General Insurance Corporation (FGIC), a subsidiary of Antonio L. Cabangon-Chua (ALC) Group of Companies. In this document, FGIC may also be expressed as 'Fortune General', 'we', 'us' or 'our'.

FGIC is part of the ALC Group of Companies, a conglomerate engaged in various business activities, such as insurance protection, media, pre-need assurance, automotive, banking and finance, security, education, hotels, and real estate. The companies' ultimate goal is to serve the Filipinos in the best way possible by providing their needs and improving their quality of life. The group has been providing a well-balanced lineup of products and services that are carried by its flagship companies in a synergistic way. This translates to more service solutions readily available to each client who engages the services of any of its member companies.

Duty of Disclosure

Before the *Insured* enters into a contract of general insurance with us, the *Insured* has a duty under the Insurance Act (Act No. 2427) to disclose to us every matter they know, or could reasonably be expected to know, is relevant to our decision whether to insure the *Insured* and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

The *Insured* has the same duty to disclose those matters to us before they renew, extend, vary or reinstate a contract of general insurance. This duty however, does not require disclosure of a matter that:

- Those which the other knows;
- Those which, in the exercise of ordinary care, the other ought to know, and of which the former has no reason to suppose him ignorant;
- Those of which the other waives communication;
- Those which prove or tend to prove the existence of a risk excluded by a warranty, and which are not otherwise material; and
- Those which relate to a risk excepted from the policy and which are not otherwise material.

Non-disclosure or Misrepresentation

If the *Insured* makes a misrepresentation to us, or if they do not comply with this duty of disclosure and we issue the policy with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation, or the *Insured's* duty of disclosure had been complied with, then:

- we may reduce the cover provided so that we are placed in the same position as we would have been in, had there not been any misrepresentation and the *Insured's* duty of disclosure had been complied with; and
- we may also cancel the policy; or
- we may treat the policy as if it never existed if the misrepresentation or the non-compliance with the *Insured's* duty of disclosure was fraudulent.

Our contract with you

This policy is a contract of insurance between the *Insured* and Fortune General and contains all the details of the cover that we provide.

This policy is made up of:

- The policy wording. It states what is covered, sets out the claims procedure, Exclusions and other terms and conditions of cover;
- the submission which is the information you provide to us when applying for insurance cover;
- the most current policy *schedule* issued by us. The policy *schedule* is a separate document unique to the *Insured*, which shows the insurance details relevant to the *Insured*. It includes any changes, Exclusions, terms and conditions made to suit the individual circumstances and may amend the policy; and
- any other written change otherwise advised by us in writing (such as an endorsement). These written changes vary or modify the above documents.

Please note, only those covers shown in the *Policy Schedule* are *Insured*. Please keep this policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

Mosquitronella Insurance

In consideration of the *Insured* having paid the premium, Fortune General, on the basis of all information provided to us, agrees with the *Insured* to provide the indicated insurance benefits, subject to the provisions of this policy and on the basis that this policy shall not be in force unless it has been signed by an authorized Fortune General official.

1. Insuring Clause

Fortune General, subject to the terms and conditions of this policy, will indemnify the *Insured* for all insurance benefits as indicated in the *Policy Schedule* arising out of:

1.1 *Dengue*;

1.2 *Chikungunya*; or

1.3 *Zika*,

happening during the *Period of Insurance* within the *territorial limits*.

2. Insurance Benefits

2.1. Accidental Death

If within one hundred eighty (180) days from date of *Insured's* accident or injury which led to *Dengue*, *Chikungunya* or *Zika* and consequently resulted in the death of the *Insured*, Fortune General shall pay the Accidental Death Benefit up to the limit stated in the *Policy Schedule*.

2.2. Medical Cash Assistance

Fortune General shall pay the *Lump Sum* benefit as indicated in the *Policy Schedule* if within the *Period of Insurance*, the *Insured* is first diagnosed of having acquired either *Dengue*, *Chikungunya* or *Zika* by a *Licensed Doctor*.

The maximum liability under this benefit is the limit stated in the *Policy Schedule*.

Only one event is covered under this policy. No further liability may attach under this benefit after payment has been made by Fortune General.

3. Fifteen Day Waiting Period

This policy is subject to a waiting period of fifteen (15) days from effectivity of *Period of Insurance*. No liability attaches to the policy for *Dengue*, *Chikungunya* or *Zika* which was diagnosed within the fifteen (15) day waiting period.

Fifteen (15) day waiting period will not apply for subsequent renewals.

4. Definitions

When used in this policy, its *Policy Schedule* and its endorsements, the following definitions shall apply:

4.1 Accident or Accidental

Accident or Accidental means a sudden, unforeseen and fortuitous *Event*. For the purpose of this policy, it extends to cover mosquito bites.

4.2 Beneficiary

Beneficiary means the person stated in the *Policy Schedule* or the legal representative who shall receive the benefits in the event of the accidental death of the *insured* person.

4.3. Chikungunya

Chikungunya means a viral disease transmitted to humans by infected mosquitoes causing fever and severe joint pains.

4.4. Dengue

Dengue means a mosquito-borne viral infection.

4.5 Event

Event means occurrence happening within the *Period of Insurance*.

4.6 Licensed Doctor

Licensed Doctor means a duly licensed person who is legally and qualified by degree and authorized to practice medicine in Philippines. This shall not include the *Insured*, *Insured's* Family Member, *Insured's* relative, partner, business partner, employer, employee or agent, unless approved by Fortune General prior to issuance of this policy.

4.7 Lump Sum

Lump Sum means single payment of money.

4.8 Insured

Insured means the *Insured* named in the *Policy Schedule*.

4.9 Period of Insurance

Period of Insurance means the policy term stated in the *Policy Schedule*.

4.10 Policy Schedule

Policy Schedule means the schedule attached to and forming part of this policy, including any schedule substituted for the original schedule.

4.11 Renewal

Renewal means issuance of another policy for the same covered *Insured* without any time gaps between validity of policy terms.

4.12 Territorial limits

Territorial Limits means anywhere in the world.

4.13 Zika

Zika means a virus disease caused by a virus transmitted primarily by the Aedes mosquitoes which may bite either by day or night.

5. Exclusions

Fortune General will not be liable under this policy in respect of any liability arising out of:

- 4.1 any sickness/illness except *Dengue*, *Chikungunya* or *Zika*
- 4.2 *Dengue*, *Chikungunya* or *Zika* not diagnosed by a *Licensed Doctor*; and
- 4.3 *Dengue*, *Chikungunya* or *Zika* that has been diagnosed within the Waiting Period.

6. General Conditions

6.1 Entire Contract

This policy, including the Application form and declaration on file with Fortune General and the *Policy Schedule*, constitute the entire contract of insurance. No change in this policy shall be valid until approved by an authorized person of Fortune General and unless such approval be endorsed hereon or attached heron. No agent has authority to change this policy or to waive any of its provisions. None of the provisions, conditions and terms of this policy shall be waived or altered except in accordance with the pertinent provisions of Section 50 of the Insurance Code, amended.

6.2 Premium Payment

This policy shall not be valid and binding unless and until premium stated in the *Policy Schedule* is paid to Fortune General and we issued a receipt duly signed by its official or authorized personnel for the payment made by the *Insured*.

6.3 Age Eligibility

Persons from ages 1 to 70 years old upon issuance of the policy may be covered.

6.4 Age Limitation

If upon issuance or renewal of this policy, the age of the *Insured* is not within the Age Eligibility, this policy will void cover for the said *Insured* and Fortune General shall only be liable to return the premium actually paid on it.

6.5 Misstatement of 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 the Policy would not have been effective, or would have ceased prior to the acceptance of such premium or premiums, then the liability of the Fortune General 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 policy.

6.6 Renewal Condition

This Policy maybe renewed for further consecutive periods by the payment of premium either on the Effectivity Date of the renewal or upon issuance of another policy after this policy terminates due to a claim, at the Fortune General's premium rate in force at the time of renewal, subject to our right to decline renewal of this policy on any anniversary date of the policy by giving at least forty-five (45) days' prior notice, mailed or delivered to the *Insured* at the address shown in the policy, of our intention not to renew the policy or to condition its renewal upon reduction of limits, increase in premium or elimination of coverage.

This condition shall not apply for *Insureds* beyond age 70. For this circumstance, the forty-five (45) days non-renewal advice is no longer required.

6.7 Expiration of Renewal Coverage

The insurance benefit under this policy will expire on

- 6.7.1** The renewal date following the date when the *Insured* attains the age beyond the Age Eligibility;
- or
- 6.7.2** If the premium is not paid, the expiration of the credit term provided.

6.8 Currency

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

6.9 Notice of Claim

Written notice of Injury must be given to the Fortune General within thirty (30) days after the date of the Accident causing such Injury on which the claim is based. In the event of Accidental death, immediate notice thereof must be given to the Fortune General.

Such notice by or in behalf of the *Insured* given to the Fortune General at its principal office or at any of its branches, or received through email to claims.property@fgic.ph or through Viber 0908-8864866, with particulars sufficient to identify the *Insured*, shall be deemed to be notice to the us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible.

6.10 Proof of Loss

Duly accomplished and signed claim forms and written proofs of loss must be furnished to Fortune General within one hundred eighty (180) 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 is reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible. Except in the absence of legal capacity, if the *Insured* fails to submit proof of loss within one (1) year from the time proof of loss is required, the claim shall be denied by the us which denial shall be in written notice sent to the address of the *Insured* shown in the policy.

6.11 Physical Examination and Autopsy

Fortune General, at its own expense, shall have the right and opportunity to examine the person of the *Insured* when and as often as it may reasonably require during the pendency of a claim and to make an autopsy in case of death unless forbidden by law.

6.12 Payment of Claims

All benefits payable under this policy other than for the death of the *Insured* shall be payable to the *Insured*, unless otherwise specified under the *Policy Schedule*. If *Insured* is a minor or otherwise not competent to give a valid release, Fortune General may pay such indemnity to any relative by blood or connection by marriage of the *Insured* who is deemed by Fortune General to be equitably entitled thereto.

In the event of the death of the *Insured*, all sums of money payable under this policy shall be paid to the designated beneficiary/ies within 5 working days from submission of complete claim documents. In the absence of designated named beneficiary, the beneficiary of an *Insured* shall be in accordance with the Philippine Law, otherwise the Estate of the *Insured*. If any indemnity of this policy shall be payable to the estate of the *Insured*, or to a beneficiary who is a minor or otherwise not competent to give a valid release, Fortune General may pay such indemnity to any relative by blood or connection by marriage of the *Insured* who is deemed by Fortune General to be equitably entitled thereto.

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

6.13 Fraud

Any statement made by the *Insured* in the Application which is an intentional misstatement of facts and constitutes Fraud shall result in the right of Fortune General to terminate this policy immediately.

6.14 Fraudulent Claim

If any claim under this 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 benefit under this policy, Fortune General shall be under no liability in respect of such claim and shall be entitled to terminate this policy immediately.

6.15 Clerical Error

Clerical error by Fortune General shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

6.16 Change of Beneficiary

The right to change the beneficiary is reserved to the *Insured*. Unless irrevocably designated, the consent of the beneficiary shall not be required to surrender or assign this policy or to change beneficiary or to effect any other changes in this policy.

6.17 Assignment

No assignment of interest under this policy shall be binding upon Fortune General unless and until the original or the duplicate thereof is filed with us. Fortune General does not assume any responsibility for the validity of any assignment. No change in beneficiary under this policy shall bind us unless consent thereto is formally endorsed in the policy by us.

6.18 Governing Law

This policy shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines.

6.19 Mediation

In the event of any controversy or claim arising out of or relating to this contract, or a breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the Insurance Commission or any recognized mediation institution under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.

6.20 Arbitration

All differences as to the amount of any loss or damage covered by this policy shall be settled by final, binding arbitration under the arbitration rules of the Philippine Dispute Resolution Center, Inc. (PDRCI) in force at the time of arbitration. The dispute shall be referred to an arbitrator to be appointed by the parties in difference, or if they cannot agree upon a single arbitrator, a panel of three (3) arbitrators (“the Panel”) shall conduct the arbitration. Each party shall have the right to appoint one (1) member of the Panel, with the third member to be mutually agreed by the two (2) Panel members appointed by the parties or appointed in accordance with the Rules of PDRCI. The venue of arbitration shall be in the Philippines and the arbitration proceedings shall be conducted in the English language. Any lawsuit to enforce the arbitration award in the Philippines shall be filed with a competent court of the Philippines.

6.21 Legal Action

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

6.22 Cancellation

This policy shall not be cancelled by Fortune General except upon prior notice thereto to the *Insured*, and no notice of cancellation shall be effective unless it is based on the occurrence, after the effectivity date of this policy, of one or more of the following:

- 6.22.1** Non-payment of premium;
- 6.22.2** Conviction of the *Insured* of a crime arising out of the acts increasing the hazards insured against;
- 6.22.3** Discovery of fraud or material misrepresentation;
- 6.22.4** Discovery of willful or reckless acts of omissions increasing the hazards insured against; or,
- 6.22.5** Determination by the Insurance Commissioner that the continuation of this policy would violate or would place Fortune General in violation of the Insurance Code.

All notices of cancellation shall be in writing, mailed or delivered to the *Insured* at the address shown in the *Policy Schedule* and shall state (1) which of the grounds set forth in this provision is relied upon; and (2) that, upon written request of the *Insured*, Fortune General will furnish the facts on which the cancellation is based.

If the *Insured* cancels this policy, which must be in writing, Fortune General shall be entitled to retain a portion of the premiums computed in accordance with the applicable percentage indicated below, but in no event less than the Fortune General’s customary minimum premium.

Period of Coverage Prior to Cancellation	Percentage of Annual Premium (computed based on premiums exclusive of documentary tax and other taxes) to be retained by the Fortune General
2 months (minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

Such cancellation by the *Insured* shall become effective on the last day preceding the date the next premium is due and payable.

6.23 Termination of Policy

This contract shall terminate in the event of Accidental Death or after claim payment under the Cash Assistance benefit as provided herein or upon expiry.

6.24 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 an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment...” shall not apply in determining the extent of liability under the provisions of this Policy.

6.25 Documentary Stamps

Documentary Stamps in the amount indicated in the *Policy Schedule* have been affixed to the premium register.

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.

6.26 Five-day Free Look Proviso

If *Insured* decides to cancel the cover during the five (5) day Free Look period, the *Insured* may return the original policy document to the Fortune General. In such an event, the *Insured* will receive the full refund of the premium paid to the Fortune General. However, the *Insured* will not receive a refund if the *Insured* has made a claim and benefit is payable or paid during the 5-day Free Look period.