# TraveLead Insurance



It should come as no surprise that Filipinos are among Asia's top travelers making almost 6 million trips abroad per year. Even more staggering is that three out of five Filipinos aged 15 or older traveled domestically within the Philippines, averaging two trips per year. As Filipinos grow more affluent, it is abundantly clear that this trend will

continue and Filipinos will travel to more exotic destinations.

Going on holiday involves a lot of careful planning from booking flights and hotels to making a list of what you want to see and do. After all, you want to make the most of your holiday. However, sometimes the unexpected happens and you require assistance. It could be anything from lost luggage, to finding the closest clinic, to something even more serious such as being the victim of an accident. During these circumstances, you want someone who is reliable, who has the experience in handling every type of situation and who knows exactly what to do. STARR is that reliable partner.

We have been providing travel protection to travelers for decades, whether for business or pleasure. We, in fact, have a dedicated company whose only purpose is to provide assistance services to travelers.

Our Business and Leisure travel plans range from economical to comprehensive and designed for all age groups for both domestic and international trips. Pick one that fits your needs and be insured with someone who has the expertise of doing it right.

At Starr Philippines, we are constantly looking for ways to help protect you and your family so you can travel worry-free because you know that you will have the full weight of STARR behind you.

#### About STARR

STARR Companies is a global insurance and investment organization providing insurance solutions to consumers, businesses and industry. Our talented and experienced associates manage risk and ultimately support the profitable growth of organizations in a dynamic, competitive and ever-changing marketplace. With a presence on five continents; through its operating insurance companies, STARR provides property, casualty, accident & health and travel insurance products as well as a range of specialty coverages including aviation, marine, energy and excess casualty insurance. STARR Companies also provides a broad spectrum of insurance-related services, including claims handling and settlement, reinsurance, risk assessment, and loss control. Our leadership and expertise will help you succeed in an ever-changing world of risk.







#### INTERNATIONAL TRAVEL INSURANCE

Coverage	Sum Insured per person in Php				
	Short	Short Term		Annual	
	Essential Plan	Extra Plan	Essential Plan	Extra Plan	
Section 1 - Accidental Death and Disablement Benefit					
Pays for death or permanent disablement arising within 12 months of an incident while in a common carrier	1,000,000	1,200,000	2,500,000	5,000,000	
Includes accident while in a common carrier			3,500,000	6,000,000	
Section 2 - Burns Benefit					
Pays for second or third degree burns as a result of an injury	Up to 100,000	Up to 120,000	Up to 125,000	Up to 250,000	
Section 3 - Medical Expenses Benefit					
Reimburses actual expenses for treatment of injury or sickness	Up to 1,000,000	Up to 2,500,000	Up to 2,500,000	Up to 2,500,000	
a.) Follow-up Medical Treatment Benefit		I	I		
Reimburses medical expenses incurred within 30 consecutive days after returning to the Philippines	Up to 100,000	Up to 250,000	Up to 250,000	Up to 250,000	
b.) Overseas Hospital Cash Benefit			1	ı	
Pays cash benefit for each day of hospital confinement due to injury or sickness while abroad	500/day 5,000 per trip	1,000/day 10,000 per trip	1,500/day 30,000 per trip	2,500/day 50,000 per trip	
Section 4 - Starr Global Emergency Assistance Services a.) Round-the-clock hotline service					
Provides 24-hour hotline for travel assistance, business concierge and medical assistance	Included	Included	Included	Included	
b.) Emergency Medical Evacuation and Repatriation Benefit					
Provides emergency medical evacuation and repatriation due to serious injury or sickness	Included	Included	Included	Included	
c.) Hospital Admission Guarantee Benefit					
Provides guaranteed payment of hospital admittance fees	Up to 500,000	Up to1,000,000	Up to 500,000	Up to 1,000,000	
d.) Compassionate Visit 1. Hospitalization of insured person					
Pays for the cost of airfare and accommodation of one relative or friend	Travel expense	Travel expense	Travel expense	Travel expense	
or immediate family member up to 5 consecutive nights	plus up to 5,000/day	plus up to 5,000/day	plus up to 5,000/day	plus up to 5,000/day	
2. Death of Insured Person					
Pays for the cost of airfare and accommodation of one immediate family member up to 5 consecutive nights	plus up to	Travel expense plus up to	Travel expense plus up to	plus up to	
	5,000/day	5,000/day	5,000/day	5,000/day	
3. Death of Immediate Family Member of the Insured	Travel expense	Travel expense	Travel expense	Travel expense	
Pays for the cost of roundtrip airfare returning to the Philippines	plus up to 5,000/day	plus up to 5,000/day	plus up to 5,000/day	plus up to 5,000/day	
e.) Return of Dependent Child					
Pays for the cost of one way airfare for sending back an unattended child during the hospitalization of the insured person	Travel expense	Travel expense	Travel expense	Travel expense	

#### INTERNATIONAL TRAVEL INSURANCE

Coverage	Sum Insured per person in Php			
	Short Term		Annual	
	Essential Plan	Extra Plan	Essential Plan	Extra Plan
f.) Repatriation of Mortal Remains				
Pays for the return of remains to the Philippines of the Insured person, as a result of sickness or injury	Covered	Covered	Covered	Covered
ection 5 - Loss or Damage to Baggage & Personal Effects Benefit	t			
Pays for the loss or repair of damaged baggage, personal effects	Up to 50,000	Up to 50,000	Up to 50,000	Up to 50,000
Sub-limit per item/ pair/ set of articles	7,000	7,000	7,000	7,000
Sub-limit for laptop computer	8,000	10,000	30,000	30,000
ection 6 - Baggage Delay Benefit				
Pays for the emergency purchase of necessary clothing or toiletries due to baggage delay after 6 hours	Up to 5,000	Up to 5,000	Up to 15,000	Up to 15,000
ection 7 - Loss of Personal Money Benefit				
Pays for loss of cash, signed traveller's cheque or money due to theft, obbery or burglary	Up to 5,000	Up to 10,000	Up to 5,000	Up to 10,000
ection 8 - Replacement of Document Loss Benefit				
Reimburses the cost of lost travel documents, additional travel and/or accomodation expenses due to theft, robbery or buglary with maximum imit per day for travel and accomodation expenses	Up to 50,000/ (8,000 per day)	Up to 50,000/ (10,000 per day)	Up to 30,000/ (8,000 per day)	Up to 50,000, (10,000 per day)
	p	P3. 25//	P 51 315//	p
ection 9 - Travel Delay or Re-Route Benefits ravel Delay				
Pays cash benefit for common carrier delay due to strike, riot, civil commotion, hijack, adverse weather or mechanical fault after 6	2,000 per 6 hours	2,000 per 6 hours	2,000 per 6 hours	2,000 per 6 hours
nours	up to 20,000	up to 20,000	up to 15,000	up to 15,000
e-Route				
Reimburses additional travel expenses incurred for re-routing if the common carrier is cancelled or delay for over 12 hours due to above easons	Up to 20,000	Up to 20,000	Up to 35,000	Up to 50,000
ection 10 - Trip Cancellation Benefit				
ays for travel and/or accomodation expenses in the event of trip ancellation due to: death, serious sickness of insured person/ immediate amily member/ travel companion/ business partner; witness summons, ompulsory quarantine or jury service of an insured person; strike, riot or ivil commotion, adverse weather conditions or infectious disease at the lanned destination; serious damage to the insured person's residence rom fire or flood	Up to 150,000	Up to 150,000	Up to 150,000	Up to 150,000
ection 11 - Trip Curtailment Benefit				
ays for travel and/or accomodation expenses incurred for trip urtailment due to: death, serious injury, serious sickness of an insured erson/immediate family member/ travel companion/ business partner; trike, riot or civil commotion, adverse weather conditions or infectious isease at the planned destination	Up to 150,000	Up to 150,000	Up to 150,000	Up to 150,000
ection 12 - Personal Liability Benefit				
ays for legal cost in respect of accidental bodily injury or property lamage to third party due to negligence	Up to 2,000,000	Up to 2,500,000	Up to 1,500,000	Up to 2,500,000
ection 13 - Rental Vehicle Excess Benefit		AND THE PARTY OF T	Carry	
leimburses the excess of the rented vehicle insurance, in case the rented ehicle is stolen, damage or involved in a collission	Up to 5,000	Up to 10,000	Up to 10,000	Up to 20,000
ection 14 - Loss of Credit Card Benefit			2	
leimburses monetary loss of credit card as a direct result of theft, obbery or burglary	Up to 5,000	Up to 10,000	Up to 10,000	Up to 20,000

International Travel Insurance Premium in Php			
	Short Term (Individual	)	
Days	Essential Plan	Extra Plan	
1	369	529	
2	369	529	
3	369	529	
4	427	619	
5	504	742	
6	570	840	
7	643	954	
8	692	1,032	
9	750	1,118	
10	794	1,187	
11	839	1,257	
12	880	1,326	
13	925	1,396	
14	974	1,469	
15	1,028	1,555	
16	1,085	1,641	
17	1,138	1,727	
18	1,195	1,817	
19	1,252	1,903	
20	1,305	1,989	
21	1,363	2,075	
22	1,416	2,152	
23	1,465	2,234	
24	1,518	2,316	
25	1,575	2,397	
26	1,628	2,475	
27	1,677	2,557	
28	1,731	2,639	
29	1,784	2,720	
30	1,833	2,798	
each additional day	52	80	

Annual (Individual)		
Extra		
9,094		

Premium are inclusive of taxes

- Valid for travel in selected countries in Asia - Brunei, Cambodia, China, Hong Kong, Indonesia, Essential Japan, Laos, Macau, Malaysia, Singapore, South Korea, Thailand, Taiwan and Vietnam.

- Valid for travel worldwide including Schengen States

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Family

International Travel Insurance Premium in Php			
Short Term (Family)			
Days	Essential Plan	Extra Plan	
1	983	1,388	
2	983	1,388	
3	983	1,388	
4	1,155	1,658	
5	1,388	2,025	
6	1,584	2,320	
7	1,805	2,663	
8	1,952	2,896	
9	2,124	3,154	
10	2,258	3,362	
11	2,393	3,571	
12	2,516	3,779	
13	2,651	3,988	
14	2,798	4,208	
15	2,958	4,466	
16	3,129	4,724	
17	3,289	4,981	
18	3,460	5,251	
19	3,632	5,508	
20	3,791	5,766	
21	3,963	6,024	
22	4,123	6,257	
23	4,270	6,502	
24	4,429	6,747	
25	4,601	6,992	
26	4,760	7,225	
27	4,907	7,471	
28	5,067	7,716	
29	5,226	7,961	
30	5,374	8,194	
each additional day	156	240	

Annual (Family)		
Essential	Extra	
20,029	27,081	

- Legal couple with children aged 18 and below /minimum of 3 members / maximum of 10 members

## Major Exclusions (Applicable to all plans)



- War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government for military power, direct participation in strike, riot and civil commotion;
- 2. Any prohibition or regulations by any government; confiscation, detention, destruction by customs or other authorities;
- 3. An insured person who is a Terrorist or a Member of a Terrorist Organization; any illegal or unlawful act by the Insured Person;
- 4. An Insured Person not taking all reasonable efforts to avoid injury or to minimize any claim under this Policy;
- Riding or driving in any kind of motor racing competition, engaging in a professional capacity in any sport where an Insured Person would or could earn income or remuneration from engaging in such sport as source of income;
- 6. Any loss which is connected to the effects of alcohol or drugs other than those prescribed by a Qualified Medical Practitioner:
- 7. Suicide or attempted suicide or intentional self injury, or self-exposure to needless peril;
- 8. Any Pre-existing Conditions, health checks-ups or any investigation(s) not directly related to admission diagnosis, sickness or injury, or any treatment or investigation which is not medically necessary:
- Insured Person's expenses incurred relating to the cost of prosthesis, contact lens, spectacles, hearing aids, dentures and other medical equipment; or any expenses incurred relating to dental or optical treatment unless such costs are necessarily incurred due to an accident;
- Psychosis, sleep disturbance disorder, mental or nervous disorder, pregnancy, miscarriage or childbirth;
- 11. AIDS or any injury or Sickness commencing in the presence of a zero positive test for HIV and related diseases and/or sexually transmitted disease;
- 12. Travel in, to or through Afghanistan, Cuba, Iran, Iraq, North Korea, Sudan, Syria and any country prohibited by the US.

#### **General Conditions**

1. The applicant must be between 19 years old to 70 years old. Annual Travel Plans are renewable up to 75 years old.

- 2. The maximum number of days per trip is 180 days for Short Term Travel Policies.
- 3. The maximum number of days per trip is 90 days for Annual Plans.
- 4. Domestic travel, is travel within the Philippines, wherein the destination is at least 100 kms. from the usual place of residence.
- 5. For an Insured person aged 18 and below, the maximum sum insured for Accidental Death and Disablement (Section 1) shall be subject to 25% of the Sum Insured.
- 6. Personal Money coverage is not applicable to an Insured Person aged 10 or below.
- Short Term Policies coverage will be automatically extended for a maximum of 7 or 10
  days at no additional premium, if the return trip is unavoidably delayed due
  unforseen circumstances beyond the control of the insured.

This brochure provides a summary of the plans only and is not a contract of insurance. Please refer to the policy wordings for the complete details of coverage and benefits.



**Starr Global Emergency Assistance Services** 

Whenever you need any information or any emergency assistance service while traveling abroad, simply call our 24-hour hotline.

Have your name, policy number and contact number ready.

Emergency Hotline: (632) 395 - 3323

Email:

assistances@assistcard.com claimcare.ph@starrcompanies.com

**Major Emergency Assistance Services** 

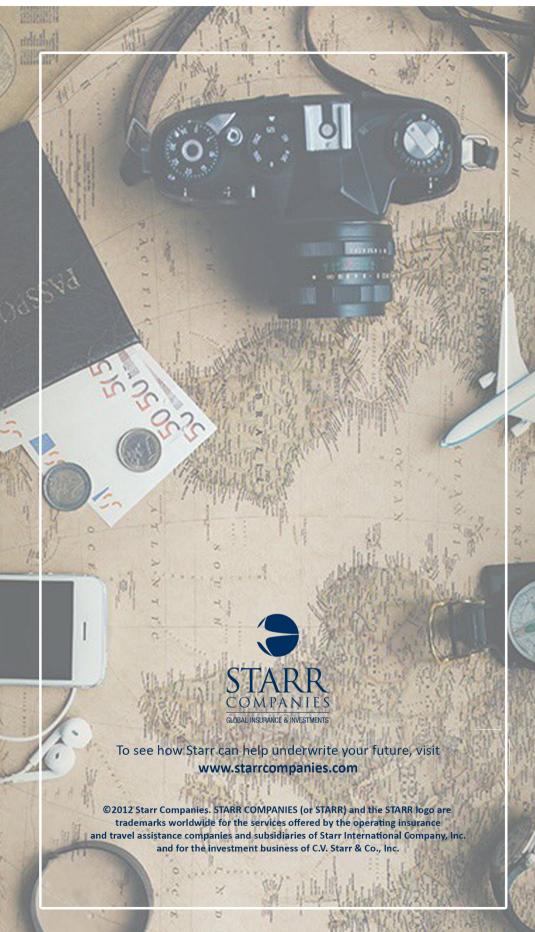
Travel and Medical Assistance Concierge Services Emergency Medical Evacuation and Repatriation Compassionate Visit Burns Benefits

Customer Service Number: (632) 689 - 6634 Monday to Friday 9:00am to 5:00pm

Email:

customercare.ph@starrcompanies.com







Unit 5, 23/F Tower 2, The Enterprise Center, 6766 Ayala Avenue cor. Paseo de Roxas, Legaspi Village, Makati City
Tel: (632) 689 6600 Fax: (632) 689 6630
Website: www.starrcompanies.com
TIN #: 008 514 896

## STARR INDIVIDUAL PROGRAM

## SHORT TERM TRAVEL INSURANCE

#### Policy Number >>>

In consideration of the payment of premium by the Policyholder and subject to the terms and conditions of the Policy, We hereby insure the Insured Person in the manner and to the extent provided in the Policy.

All periods of insurance shall begin at 12:01a.m., Manila standard time, at the place where the Policy was issued and end in accordance with Part IV of this Policy.

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#### PART I - DESCRIPTION OF COVERAGE

#### SECTION 1 - ACCIDENTAL DEATH AND DISABLEMENT

#### 1a. Accident while in a Common Carrier

If during the period of insurance the Insured Person sustains an Injury while travelling as a fare paying passenger in any Common Carrier in the course of a Trip which shall within twelve (12) months from the date of Accident result in death or disablement as listed under the following Compensation Table 1, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of Sum Insured stated in such table.

#### 1b. Other Accidents

If during the period of insurance the Insured Person sustains an Injury in the course of a Trip which shall within twelve (12) months from the date of Accident result in death or disablement as listed under the following Compensation Table 1, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of Sum Insured stated in such table.

#### **EXPOSURE**

If during the period of insurance, by reason of any Accident, the Insured Person is unavoidably exposed to the elements in the course of a Trip and as a direct and unavoidable result of such exposure sustain death or disablement within twelve (12) months from the date of Accident, We shall pay the Insured Person or the Insured Person's estate a benefit in accordance with the Percentage of the Sum Insured stated in the following Compensation Table 1.

#### **DISAPPEARANCE**

If during the period of insurance, the body of the Insured Person has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of an aircraft or other conveyance either on ground or at sea in which the Insured Person was travelling in the course of a Trip, it will be presumed that the Insured Person suffered death resulting from an Accident. In such circumstances, We shall pay the Insured Person's estate a benefit in accordance with the Percentage of the Sum Insured of Event 1 stated in the following Compensation Table 1, subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's estate that any such payment shall be refunded to Us if it is later discovered that the Insured Person did not suffer death as a result of the Accident.

#### **EXTENSION**

This Policy extends to cover any Injury sustained by an Insured Person during the following periods:

- (i) Travelling directly from the Insured's Person's place of residence to the immigration counter in the Philippines within three (3) hours before the scheduled departure time of the Common Carrier in which he/she has arranged to travel for the purpose of starting a Trip; and
- (ii) Travelling directly from the immigration counter to the Insured Person's place of residence in the Philippines within three (3) hours of the actual arrival time of the Common Carrier in which he/she has arranged to travel upon completion of a Trip.

#### **COMPENSATION TABLE 1**

Bene	efit Event	Comper (Percentage of	
1.	Death	100	•
2.	Permanent Total Disablement	100	
3.	Loss of or the Permanent Loss of Use of one or more Limbs	100	
4.	Permanent Loss of Sight of both eyes	100	
5.	Permanent Loss of Sight of one eye	100	
6.	Permanent Loss of Speech and Loss of Hearing	100	
7.	Permanent and incurable insanity	100	
8.	Permanent Loss of Hearing in:		
	(a) both ears	75	%
	(b) one ear	15	%
9.	Permanent Loss of Speech	50	%
10.	Permanent Loss of the lens of one eye	50	%
	·	Right Hand	Left Hand
11.	Loss of or the Permanent Loss of Use of four Fingers and Thumb	70%	50%
12.	Loss of or the Permanent Loss of Use of four Fingers	40%	30%
13.	Loss of or the Permanent Loss of Use of one Thumb		
	(a) both joints	30%	20%
	(b) one joint	15%	10%
14.	Loss of or the Permanent Loss of Use of Fingers		
	(a) three joints	10%	7.5%
	(b) two joints	7.5%	5%
	(c) one joint	5%	2%
15.	Loss of or the Permanent Loss of Use of Toes		

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## Starr International Insurance Philippines Branch Unit 5, 23/F Tower 2, The Enterprise Center, 6766 Ayala Avenue

Unit 5, 23/F Tower 2, The Enterprise Center, 6766 Ayala Avenue cor. Paseo de Roxas, Legaspi Village, Makati City Tel: (632) 689 6600 Fax: (632) 689 6630 Website: <u>www.starrcompanies.com</u> TIN #: 008 514 896

	(a) all – one foot	15%
	(b) great toe - both joints	5%
	(c) great toe – one joint	3%
16.	Fractured Leg or Patella with Established Non-Union	10%
17.	Shortening of leg by at least 5 cm	7.5%

18. Permanent disablement not falling under Events 8 to 17 above, We shall in Our absolute discretion pay the Insured Person a benefit which shall be calculated by assessing the degree of disablement relative to the above Percentage of Sum Insured.

#### **PROVISIONS FOR SECTION 1**

- (a) Benefits shall not be payable for more than one Event stated in Compensation Table 1 in respect of the same Accident. Should more than one Event occur from the same Accident, We shall only be liable for the Event with the greater Percentage of Sum Insured.
- (b) In the event the accumulation of total paid-up benefits in respect of one or more Events stated in Compensation Table 1 of the same Insured Person is below one hundred percent (100%) of the Sum Insured, We thereafter shall only be liable for the remaining balance payable up to one hundred percent (100%) of the Sum Insured.
- (c) The Insured Person's coverage shall be terminated upon occurrence of any loss for which benefit is payable under any one of the above Events 1 to 7 stated in Compensation Table 1.
- (d) When a limb which had been partially disabled prior to sustaining an Injury covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of Sum Insured payable shall be determined by Us having regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the Loss of or the Permanent Loss of Use of a Limb which was totally disabled prior to the Injury.
- (e) If the Insured Person is left-handed and has specifically mentioned this on the application, the Percentage of Sum Insured set out above from Events 11 to 14 inclusive for the various disabilities of right and left hand shall be transposed.
- (f) If the Insured Person is between one (1) to eighteen (18) years of age at the time of Accident, the maximum Sum Insured for Accidental Death and Disablement shall be restricted to twenty-five percent (25%) of the Sum Insured

#### **SECTION 2 - BURNS BENEFIT**

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

#### **COMPENSATION TABLE 2**

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

#### **PROVISIONS FOR SECTION 2**

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

#### **SECTION 3 - MEDICAL EXPENSES**

If during the period of insurance the Insured Person sustains Injury or suffers from Sickness in the course of a Trip which directly results in the necessity of medical treatment outside the Philippines. We shall reimburse the Insured Person in respect of the reasonable and customary costs paid to a Qualified Medical Practitioner, nurse, Hospital and/or ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire.

#### **FOLLOW-UP MEDICAL TREATMENT**

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

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#### **OVERSEAS HOSPITAL CASH**

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

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

#### **PROVISIONS FOR SECTION 3**

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

#### SECTION 4 - STARR GLOBAL EMERGENCY ASSISTANCE SERVICES

We have appointed an emergency assistance **provider**, Starr Global Emergency Assistance, to provide and arrange emergency assistance services 24 hours a day throughout the year whilst the Insured Person is travelling on a Trip.

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

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

The Insured Person may contact Our dedicated 24-hour hotline number at (+852) 2802 8638 to obtain immediate access to available services and/or advice

### (b) EMERGENCY MEDICAL EVACUATION AND REPATRIATION

If during the period of insurance an Insured Person sustains Serious Injury or suffer from Serious Sickness which directly causes or results in the necessity of emergency medical evacuation in the course of a Trip, Starr Global Emergency Assistance shall arrange and pay for a medically supervised emergency evacuation of the Insured Person to the nearest available Hospital that is appropriately equipped for the particular Serious Injury or Serious Sickness. In the event that the Insured Person's condition stabilizes, Starr Global Emergency Assistance shall arrange and pay for a medically supervised repatriation to the Philippines for continuous care and proper treatment. Starr Global Emergency Assistance retains the absolute right to decide the place to which the Insured Person shall be evacuated and the means or method by which such evacuation shall be carried out having regard to all the assessed facts and circumstances to which Starr Global Emergency Assistance is aware at the relevant time.

#### (c) HOSPITAL ADMISSION GUARANTEE

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

#### (d) COMPASSIONATE VISIT

#### (i) Hospitalization of Insured Person

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in the necessity of hospitalization for at least five (5)) consecutive days in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for the cost of a round trip economy class air ticket and/or other reasonable transportation means for one of the Insured Person's relatives or friends to visit the Insured Person. We shall also reimburse the Insured Person's visitor's associated hotel accommodation expenses, excluding the costs of drinks, meals and other hotel expenses, subject to the maximum Sum Insured as stated in the Schedule per night up to five (5) consecutive nights.

#### (ii) Death of Insured Person

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in death in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for a round trip economy class air ticket and/or other reasonable transportation means for one Immediate Family Member for handling the necessary funeral arrangement procedures. We shall also reimburse the Immediate Family Member for his/her associated hotel accommodation expenses, excluding the costs of drinks, meals and other hotel expenses, subject to the maximum Sum Insured as stated in the Schedule per night up to five (5) consecutive nights.

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#### (iii) Death of Immediate Family Member

If during the period of insurance an Immediate Family Member passes away while the Insured Person is in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for a round trip economy class air ticket and/or any reasonable transportation means for the Insured Person to return to the Philippines for taking care of the necessary arrangements.

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

#### **RETURN OF CHILD(REN)**

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness in the course of a Trip which results in the necessity of hospitalization overseas, leaving his/her Child(ren) unattended, Starr Global Emergency Assistance will arrange and pay for a single trip economy class air ticket(s) and/or other reasonable transportation means for sending the Child(ren) back to the Philippines with an appropriate escort, if necessary.

#### REPATRIATION OF MORTAL REMAINS

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in death in the course of a Trip, Starr Global Emergency Assistance will arrange and pay for the repatriation of the remains or ashes of the Insured Person to the Philippines. In addition, We shall reimburse the Insured Person's estate expenses actually incurred for service and supplies provided by a mortician or undertaker, including but not limited to the cost of a casket, the embalming or cremation if so elected.

#### **PROVISIONS FOR SECTION 4**

- (a) Any service rendered without the authorization and/or intervention of Starr Global Emergency Assistance is not covered.
- Any service rendered by another party apart from Starr Global Emergency Assistance is not covered.

#### **SECTION 5 - PERSONAL BAGGAGE**

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

#### **PROVISIONS FOR SECTION 5**

- (a) Loss of or damage to any personal baggage due to moth, vermin, wear and tear, atmospheric or climatic conditions, gradual deterioration, mechanical or electrical failure, any process of cleaning, restoring, repairing, alteration, confiscation or detention by customs or any other authority are not covered.
- Loss of or damage to any software, antiques, jewellery, artificial teeth or limbs, money, securities, tickets or documents, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow skis, contact lens, spectacles, denture, prosthesis, brittle or fragile items, portable telecommunication equipment and handheld computer are not covered.
- (c) Loss or damage to hired or leased equipment or any personal baggage forwarded in advance of a Trip or separately mailed or shipped other than in the same Common Carrier carrying the Insured Person at the same time are not covered.
- An Insured Person shall take all reasonable and necessary precautions for the safety of all of his/her personal baggage and any unexplained loss or damage to any personal baggage which was left unattended in any Common Carrier or public place are not covered.
- (e) An Insured Person must report to the police having jurisdiction at the place where the theft, loss or willful damage by a third party of the personal baggage occurs, or report to the Common Carrier Operator if the loss or damage occurred in transit, within twenty-four (24) hours of the occurrence. All supporting documentation from the Common Carrier Operator or the police having jurisdiction at the place where the theft, loss or willful damage by a third party of the personal baggage occurred must be submitted when the Insured Person makes a claim.
- We shall be entitled to take and keep possession of the lost or damaged personal baggage and to deal with salvage at Our absolute discretion.
- (g) The indemnity for each item/set/pair of article and laptop computer including its accessories shall be limited to the maximum amount stated in the Schedule.
- (h) We shall only be liable to indemnify the Insured Person for a reasonable proportion, as determined by Us, of the total value of the set or pair where the lost or damaged article is part of a set or a pair.
- We shall make payment subject to allowance for reasonable wear, tear and depreciation in respect of articles more than
- Any loss claimed under Section 6 Baggage Delay arising from the same cause is excluded.

#### SECTION 6 - BAGGAGE DELAY

If during the period of insurance an Insured Person's checked-in baggage is delayed or temporarily mislaid on delivery by the

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Common Carrier Operator in the course of a Trip for more than six (6) hours from the actual arrival time, We shall indemnify the Insured Person for any reasonable expenses incurred by the Insured Person in purchasing essential replacement items of clothing and toiletries subject to the maximum Sum Insured stated in the Schedule.

#### PROVISIONS FOR SECTION 6

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

#### **SECTION 7 - PERSONAL MONEY**

If during the period of insurance an Insured Person sustains loss of cash, signed traveller's cheque(s) or money order as a direct result of theft, robbery or burglary in the course of a Trip, We shall indemnify the Insured Person for such loss subject to the maximum Sum Insured stated in the Schedule.

#### PROVISIONS FOR SECTION 7

- (a) An Insured Person must report the theft, robbery or burglary to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.
- (b) Unexplained loss or loss due to confiscation or detention by customs or any other authority, devaluation of currency, or shortages due to errors or omissions during money exchange transactions are not covered.
- (c) This section is not applicable to the Insured Person aged ten (10) or below.

#### **SECTION 8 - DOCUMENT LOSS**

If during the period of insurance an Insured Person sustains loss of his/her passport, entry visa or other travel documents that are necessary for immigration clearance on account of theft, robbery or burglary in the course of a Trip, We shall reimburse the Insured Person for: (i) the replacement cost of the lost document; and (ii) additional reasonable travel and hotel accommodation expenses necessarily incurred for the arrangement of replacing the lost document, subject to the maximum Sum Insured stated in the Schedule.

#### **PROVISIONS FOR SECTION 8**

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

#### SECTION 9 - TRAVEL DELAY AND RE-ROUTE

In the event that either the actual departure or arrival time of the Common Carrier in which an Insured Person has arranged to travel in the course of a Trip is delayed from the scheduled departure or arrival time respectively specified in the original itinerary due to a sudden outbreak of strike or industrial action, riot, civil commotion, hijack, adverse weather or mechanical fault of the Common Carrier, We shall pay a cash benefit per each six (6) hours of delay up to the maximum Sum Insured stated in the Schedule.

If as a result of the said delay, the Common Carrier is cancelled or delayed for over twelve (12) hours from the time specified in the original itinerary, We shall indemnify an Insured Person in respect of additional travelling expenses necessarily incurred for re-routing his/her itinerary to reach the original destination subject to the maximum Sum Insured stated in the Schedule.

#### **SECTION 10 – TRIP CANCELLATION**

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

- (a) Unanticipated death, Serious Injury, Serious Sickness, witness summons, compulsory quarantine or jury service of an Insured Person:
- (b) Unanticipated death, Serious Injury or Serious Sickness of an Insured Person's Immediate Family Member or travel companion or co-partner;

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- (c) Unanticipated outbreak of strike, riot or civil commotion, adverse weather conditions or Infectious Disease at the planned destination arising within one (1) week before the departure date; or
- (d) Serious damage to the Insured Person's residence in the Philippines from fire or flood within one (1) week from the departure date which requires the Insured Person's presence in the premises on the departure date.

#### SECTION 11 - TRIP CURTAILMENT

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

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

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

#### SECTION 12 - PERSONAL LIABILITY

We shall indemnify the Insured Person for any legal costs incurred under any of the following circumstances due to his/her negligence in the course of a Trip subject to the maximum Sum Insured stated in the Schedule on the condition that the Insured Person does not offer or promise payment or admit fault to any other third party, and/or become involved in any litigation without Our written approval:

(a) Accidental death or Injury to any person; or

Accidental loss of or damage to the property of any person.

#### **PROVISIONS FOR SECTION 12**

We shall not be liable for the following:

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

#### SECTION 13 - RENTAL VEHICLE EXCESS

If during the period of insurance the Insured Person hires a vehicle which is stolen, damaged or involved in a collision whilst driving or under the control of the Insured Person in the course of a Trip, We shall reimburse the Insured Person for the rental vehicle excess subject to the maximum Sum Insured stated in the Schedule.

#### **PROVISIONS FOR SECTION 13**

- The Insured Person must take comprehensive motor vehicle insurance provided by the rental organization against any loss or damage to the rental vehicle during the rental period.
- The Insured Person must not violate any terms of the rental agreement or comprehensive motor vehicle insurance policy.
- The Insured Person must be liable for the loss or damage of the rental vehicle in the incident.
- The Insured Person must hold a valid driving license for the country in which the theft, damage or collision has occurred. (d)
- Any illegal or unlawful use of the rental vehicle by the Insured Person is excluded. (e)
- Any incident incurred while the rental vehicle is under the control of the Insured Person who is under the effects of alcohol or drugs are excluded.
- This benefit shall be payable once per Trip.

#### SECTION 14 - LOSS OF CREDIT CARD

If during the period of insurance the Insured Person sustains loss of credit card as a direct result of theft, robbery or burglary in the course of a Trip, We shall reimburse the Insured Person for any monetary loss due to the unauthorized use of such credit card subject to the maximum Sum Insured stated in the Schedule.

#### **PROVISIONS FOR SECTION 14**

(a) The Insured Person must report the theft, robbery or burglary to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.

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(b) The Insured Person must report the theft, robbery or burglary to the local branch or agent of the authority that issued the credit card.

#### **PART II - DEFINITIONS**

- "Accident" means an unforeseen and involuntary event which caused Injury.
- "Acquired Immune Deficiency Syndrome" or "AIDS" shall have the meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immunodeficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a seropositive test for HIV.

'Activities of Daily Living" means:

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

"Child(ren)" means child(ren) aged between one (1) to eighteen (18).

- "Civil War" means an internecine war, or a war carried on between or among opposing citizen of the same country or nations. "Common Carrier" means any mechanically propelled conveyance operated by a company or an individual licensed to carry
- passengers for hire. "Common Carrier Operator" means a company or an individual that operates a Common Carrier and is licensed to carry passengers for hire.
- "Confined" or "Confinement" means admitted in a Hospital for medical treatment due to an Injury or Sickness upon the recommendation of a Qualified Medical Practitioner and continuously stays in the Hospital prior to his/her discharge from the Hospital. Confinement will be evidenced by the daily room and board charged by the Hospital.
- "Fractured Leg or Patella with Established Non-Union" means a complete break into two pieces of the patella or leg bone where:
- (a) the patella or leg bone does not mend properly such that it cannot function normally; and
- (b) this condition is diagnosed by a Qualified Medical Practitioner to last for the remainder of the Insured Person's life.
- "Hospital" means an establishment which meets all the following requirements:
- (a) holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction); and
- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; and
- (c) provides 24-hour a day nursing services by registered or graduated nurses; and
- (d) has a staff of one or more Qualified Medical Practitioner(s) at all times; and
- (e) provides organized facilities for diagnosis and major surgical facilities; and
- is not primarily a clinic, nursing, rest or convalescent home or similar establishment, or a place for alcoholics or drug addicts.
- "Immediate Family Member" means the Insured Person's spouse, parent, parent-in-law, grandparent, son, daughter, son-inlaw, daughter-in-law, brother, sister, grandchild or legal guardian.
- "Infectious Diseases" mean any kinds of infectious diseases which are publicly announced and require quarantine by the government.
- "Injury" means bodily injury which is solely caused by an Accident and independently of any other cause.
- "Insured Person" means the person(s) insured in the Schedule or subsequently endorsed hereon.
- "Loss of Thumb(s) / Finger(s) / Toe(s)" means complete severance through or above the metacarpophalangeal or metatarsophalangeal joints.
- "Loss of Hearing" means total and irrecoverable loss of hearing.
- "Loss of Limb" means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- "Loss of Sight" means the entire and irrecoverable loss of sight.
- "Loss of Speech" means the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds, or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
- "Loss of Use of Limb(s) / Thumb(s) / Finger(s) / Toe(s)" means total functional disablement of any limb, thumb, finger or toe and is treated like the total loss of said limb, thumb, finger or toe.
- "Malignant Neoplasm" shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disability, in the presence of Acquired Immune Deficiency Syndrome (AIDS).
- "Opportunistic Infection" shall include but not be limited to pneumocystis carnii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection caused in the presence of Acquired Immune Deficiency Syndrome (AIDS).

"Percentage of Sum Insured" means the Percentage of Sum Insured stated in Compensation Table 1 and/or Compensation

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Table 2 of Part I herein.

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

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

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

"Policyholder" means a person or company(ies) who is an applicant of the Policy and is named in the Schedule as Policyholder.

"Pre-existing Condition" means the condition for which the Insured Person received or was recommended by a Qualified Medical Practitioner for any treatment, diagnosis, consultation or prescribed drugs, or the signs or symptoms of which the insured person was aware or should reasonably have been aware within one hundred eighty (180) consecutive days immediately prior to the Policy's effective date.

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

"Schedule" means the Schedule attached to and incorporated in this Policy.

"Second Degree Burn" means both the epidermis and the underlying dermis are damaged caused by heat, electricity, chemicals, light or radiation. "Serious Injury or Serious Sickness" means injury or sickness which requires treatment by a Qualified Medical Practitioner and which results in the Insured Person being certified by that Qualified Medical Practitioner as having a life threatening condition and being unfit to travel or continue with his/her Trip. When Serious Injury or Serious Sickness is applied to the Immediate Family Member, travel companion or co-partner, it means injury or sickness which requires treatments by a Qualified Medical Practitioner and which results in the Immediate Family Member, travel companion or co-partner being certified by that Qualified Medical Practitioner as having a life threatening condition which leads to the discontinuation or cancellation of the Insured Person's Trip.

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

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

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

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

"Third Degree Burn" means full thickness skin destruction caused by heat, electricity, chemicals, light or radiation.

"Trip" means a journey taken by an Insured Person outside the Philippines subject to a maximum of one hundred and eighty (180) days as defined by the period of insurance stated in the Schedule. The journey shall be deemed to commence when the Insured Person arrives at the immigration counter in the Philippines for the purpose of starting the journey; and cease when he/she returns to the immigration counter in the Philippines upon completion of such journey.

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

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

#### PART III - GENERAL EXCLUSIONS

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

- 1. War, Civil War, invasion, insurrection, revolution, use of military power or usurpation of government or military power, direct participation in strike, riot and civil commotion;
- Nuclear risks of any nature; biological, chemical, radioactive, nuclear pollution or contamination exposure;
- 3. Any prohibition or regulations by any government; confiscation, detention, destruction by customs or other authorities;
- 4. An Insured Person who is a Terrorist or a Member of a Terrorist Organization; any illegal or unlawful act by the Insured Person:
- 5. An Insured Person not taking all reasonable efforts to avoid Injury or to minimize any claim under this Policy;
- 6. Riding or driving in any kind of motor racing competition, engaging in a professional capacity in any sport where an Insured Person would or could earn income or remuneration from engaging in such sport as a source of income;

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- 7. Any loss which is connected with the effects of alcohol or drugs other than those prescribed by a Qualified Medical Practitioner;
- 8. Suicide or attempted suicide or intentional self-injury, or self-exposure to needless peril;
- Any medical treatment received in the course of a Trip which was made for the purpose of receiving medical treatment (need not be the sole purpose); or the Trip was undertaken while the Insured Person was unfit to travel or against the advice of a Qualified Medical Practitioner;
- 10. Any Pre-existing Condition, cosmetic, plastic or any elective surgery; surgical or non-surgical treatment of obesity (including morbid obesity) or weight control programs, congenital or heredity disease or defect, congenital anomalies or any complications or conditions arising therefrom;
- 11. Health check-ups or any investigation(s) not directly related to admission diagnosis, sickness or injury, or any treatment or investigation which is not medically necessary;
- 12. Insured Person's expenses incurred relating to the cost of prosthesis, contact lens, spectacles, hearing aids, dentures and other medical equipment; or any expenses incurred relating to dental or optical treatment unless such costs are necessarily incurred due to an Accident:
- 13. Psychosis, sleep disturbance disorder, mental or nervous disorders, pregnancy, miscarriage or childbirth;
- 14. AIDS or any Injury or Sickness commencing in the presence of a zero positive test for HIV and related diseases and/or sexually transmitted disease;
- 15. An Insured Person engaging in naval, military or air force service or operations; armed force service;
- 16. Piloting or serving as a crewmember or riding in any aircraft except as a fare paying passenger on a regularly scheduled
- 17. Any loss which occurs while the Insured Person is in any country whereby the provision of insurance or payment for a loss or claim would be prohibited by the U.S. economic or trade sanctions laws, regulations or designations

#### PART IV - TERMINATION OF COVERAGE

- This Policy shall terminate automatically in the event of the occurrence of one or more of the following:
  - (a) non-payment of any premium;
  - (b) upon payment of the benefits under the circumstances mentioned under Clause (c) of Provisions for Section 1 of Part I herein;
  - fraud, material misrepresentation or non-disclosure on the part of the Policyholder, the Insured Person or its insurance intermediary;
  - willful or reckless acts or omissions on the part of the Policyholder, the Insured Person or its insurance intermediary increasing the hazards insured against.
- This Policy is non-renewable and non-cancellable. 2
- Except as prescribed by the laws of the Philippines or as provided for in this Policy, no premium shall be returned once the coverage has effected.

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

#### **PREMIUM**

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

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

#### PAYMENT OF PREMIUM

The premium is due on the Policy's effective date. If any premium is not paid when due, the Policy will be canceled as of the premium due date.

#### **PART VI - CLAIM PROVISIONS**

#### **OBLIGATION**

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

#### TIME OF NOTICE OF CLAIM

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

#### FORMS FOR PROOF OF LOSS

We, upon receipt of such notice, shall furnish to the claimant such forms as are usually furnished by Us for filing proof of loss.

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

#### SUFFICIENCY OF NOTICE

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

#### **CLAIMANT COOPERATION PROVISION**

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

#### TIME FOR FILING PROOF OF LOSS

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

#### PHYSICAL EXAMINATION AND AUTOPSY

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

#### FRAUDULENT CLAIMS

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

#### RIGHT OF RECOVERY

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

#### **SUBROGATION**

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

#### **LEGAL ACTIONS**

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

#### **PART VII - GENERAL CONDITIONS**

#### **ENTIRE CONTRACT**

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

#### **ELIGIBILITY OF INSURED PERSON**

- (a) The insurance under this Policy shall apply to Insured Persons between one (1) to seventy (70) years of age
- (b) Family plan under this Policy shall apply to the legal couple and their legitimate and accompanied Child(ren).

#### GEOGRAPHICAL LIMIT AND OPERATIVE TIME

Insurance provided under this Policy shall apply twenty-four (24) hours a day anywhere in the world in the course of a Trip unless endorsed or amended by Us.

#### TO WHOM INDEMNITIES PAYABLE

Any indemnity related to accidental death shall be payable to the Insured Person's estate. All other indemnities shall be payable to the Insured Person.

#### **POLICY VALIDATION**

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

#### **ASSIGNMENT**

No notice of assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof

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Unit 5, 23/F Tower 2, The Enterprise Center, 6766 Ayala Avenue cor. Paseo de Roxas, Legaspi Village, Makati City Tel: (632) 689 6600 Fax: (632) 689 6630 Website: <u>www.starrcompanies.com</u> TIN #: 008 514 896

is filed at the Starr International Insurance Philippines Branch, Unit 5, 23rd Floor, Tower 2, The Enterprise Center 6766, Ayala Avenue cor. Paseo de Roxas, Legaspi Village, Makati City and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of Us shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

#### TRIP EXTENSION

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

#### **EXAMINATION OF RECORDS AND AUDIT**

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

#### OTHER INSURANCE

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

#### 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.

#### **GOVERNING LAW**

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

#### CLERICAL ERROR

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid in accordance with the provisions of this Policy and the applicable laws.

#### DATA PRIVACY

The Insured Person hereby agrees that any personal information collected or held by Us is provided and may be held, used and disclosed by Us to individuals/organizations associated with Us or to any selected third party (within or outside the Philippines for the purposes of processing any claim under this Policy and providing subsequent services for this and other financial products and services, direct marketing, data matching and communicating with him/her for such purposes. If he/she does not wish to receive any direct marketing materials or calls, or wish to request access to and/or correction of any personal information held by Us concerning himself/herself, he/she should write to Starr International Insurance Philippines Branch at the Unit 5, 23rd Floor, Tower 2, The Enterprise Center 6766, Ayala Avenue cor. Paseo de Roxas, Legaspi Village, Makati City.

### COMPLIANCE WITH APPLICABLE ECONOMIC AND TRADE SANCTION LAWS

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

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

> STARR INTERNATIONAL INSURANCE PHILIPPINES BRANCH TIN # 008 514 896

**GARY WONG** GENERAL MANAGER

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Starr International Insurance Philippines Branch
Unit 5, 23/F Tower 2, The Enterprise Center, 6766 Ayala Avenue
cor. Paseo de Roxas, Legaspi Village, Makati City
Tel: (632) 689 6600 Fax: (632) 689 6630 Website: www.starrcompanies.com TIN #: 008 514 896

Documentary Stamps to the value stated have been affixed and properly cancelled on the Office of this Policy.

#### IMPORTANT NOTICE

The Insurance Commission, with offices in Manila, Cebu and Davao is the government official in charge of the faithful execution and enforcement of all laws relating to insurance and has supervision over insurance companies. He is ready at all times to render assistance in settling any controversy between an Insurance Company and Policyholder relating to insurance matters.

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