

For cardholders with a minimum worth of Php 25,000.00 travel tickets charged to their RCBC Bankard Black Platinum Card:

PLAN A

PRODUCT FEATURES & BENEFITS	Limits of Coverage	
Emergency Medical Treatment (Accident/Sickness)	PESO POLICY	
Local & Asian Travel	Php	1,000,000.00
International Travel	Php	2,000,000.00
Follow-up Care	Included	
Hospital Cash Allowance (Per Day/Max 10 Days per Confinement)	Php	1,000.00
Recovery of Travel Expenses	Due to Emergency Situations of Traveller's Immediate Family	
Emergency Trip Cancellation	Php	50,000.00
Emergency Trip Termination	Php	50,000.00
TRAVEL INCONVENIENCE BENEFITS		
Loss of Travel Documents	Php	50,000.00
Loss of Baggage	Php	100,000.00 Sub-limit of Php 5,000.00 per item
Baggage Delay	Php	5,000.00
Strikes and Aircraft Hijacking	Php	1,000.00 Per Day Basis Up to 10 Days Per Occurrence
Flight Delay	Php	1,000.00 Due to Severe Weather, Mechanical Trouble, Airline Strike
TRAVEL ASSISTANCE BENEFITS		
Emergency Repatriation	Unlimited	
Emergency Evacuation	Unlimited	
Return of Mortal Remains	Unlimited	
Care for Unattended Minors	Unlimited	
Compassionate Visit	Roundtrip Fare	
VALUE-ADDED FEATURES		
Car Rental Protection	Php	100,000.00
Sports Activities Extension	Extends Medical Treatment and Travel Assistance Benefits for accidents due to fitness, winter, water and extreme sports	
Principal Cardholder including two (2) dependents		

For cardholders with travel tickets below P25,000.00 charged to their RCBC Bankard Black Platinum Card:

PLAN B

PRODUCT FEATURES & BENEFITS	Amount of Coverage
Personal Accident Insurance	
Accidental Death & Dismemberment/Disablement	PHP 500,000.00
Recovery of Travel Expenses	
Emergency Trip Cancellation	PHP 25,000.00
Emergency Trip Termination	PHP 25,000.00
TRAVEL INCONVENIENCE BENEFITS	
Baggage Delay	PHP 5,000.00
Flight Delay	PHP 1,000.00
	Due to skyjacking, severe weather condition, strike

Maximum of 15 days per travel.

Subject to Accumulation limit of Php 50,000,000.00

I. General Conditions:

1. All Bankard Black Platinum MasterCard cardholders of **BANKARD** are eligible to be covered under the **Black Card Travel Plus** provided the following are met:
 - 1.1 The name of the cardholder and its dependents that will travel has been declared to **MALAYAN** and the premiums are paid by **BANKARD**.
 - 1.2 The age of the cardholder at the time of travel is between 18 to 65 years old.
 - 1.3 **MALAYAN** shall also provide the **Black Card Travel Plus** to the dependents of the cardholder who will travel with him Maximum of two (2) dependents which includes the following:

For Single Cardholders

- 1.3.1 Both parents or one (1) parent not over **65 years old**
- 1.3.2 One (1) sibling or two (2) siblings not over **21 years old**, should be unmarried and unemployed

For Married Cardholders

- 1.3.3 Legitimate spouse not over **65 years old**
- 1.3.4 One (1) Child or two (2) children between **30 days up to 21 years old**, should be unmarried and unemployed

- 1.4 Cardholders who purchase their travel tickets using their Black cards shall automatically be covered for a FREE Travel Insurance maximum 15 days only per travel. In the event the cardholder travels for more than fifteen (15) days, the **Black Card Travel Plus** cover shall no longer be in effect, the cardholder at his own expense may opt to acquire his own travel insurance.

- 1.5 The **Black Card Travel Plus** cover will only be effective if the principal cardholder is travelling with his / her dependents. If the principal cardholder uses his card in purchasing travel tickets for his dependents but will not travel with them, **MALAYAN** with its agreement to **BANKARD** shall not enforce the **Black Card Travel Plus** cover.
- 1.6 In the event that the cardholder will be confined in a hospital for more than seven (7) days due to Accidental Bodily injury, **MALAYAN** will reimburse the cost of transporting one chosen companion, provided that the transportation will be equivalent to Economy round-trip common carrier transportation
- 1.7 The **Black Card Travel Plus** will only cover cardholders who have charged their RCBC Bankard Platinum Black Card with a minimum of Php 25,000.00 worth of travel tickets under **PLAN A**. For cardholders who charged their RCBC Bankard Platinum Black Card below Php 25,000 worth of travel tickets, only the cardholders will be covered under **PLAN B**.
- 1.8 Herein attached are the following Annexes listed below that form part of the **Black Card Travel Plus**
- Annex A** - Travel Policy Terms and Conditions
 - Annex B** - *Claim Documents Required in the event of a claim*
 - Annex C** - *Travel Personal Accident Policy*

ANNEX "A"

**Black Card Travel Plus
COMPREHENSIVE TRAVEL PROTECTION POLICY**

In consideration of the issuance of this policy and the timely prior payment of the premium stated in the policy schedule, the cover shall take effect.

The "Insured" referred to in this policy shall refer to the person named in the Schedule who has applied for coverage with **Malayan Insurance Company, Inc.** herein referred to as **MALAYAN**.

COMMENCEMENT AND TERMINATION OF COVERAGE

This policy is effective during the policy period specified in the schedule subject to a maximum of fifteen (15) days per any one trip or travel duration (unless the Company has been informed and the latter accepted). Cover takes effect (except for Coverage C, D and G) from the time the Insured leaves his place of work or residence with the intention of commencing the intended travel as per declared itinerary with the Company with the date stated in the Schedule and expires on whichever of the following occurs first:

- a) the expiry of the policy period specified in the schedule;
- b) the Insured's return to his/her place of residence or employment, whichever occurs first;
- c) the Insured's travel reaching the 15th day, unless previously declared to the Company and the latter signified its acceptance and an additional premium has been paid.
- d) within two (2) hours after the scheduled time of arrival.

SCOPE OF COVERAGE:

This policy shall cover the Insured:

- while anywhere outside the Philippines
- while traveling as a fare paying passenger on board any type of conveyance while outside the Philippines
- while on board any aircraft, as a fare paying passenger, within the Philippines
- while on travel of at least one hundred (100) miles away from registered place of residence.

IN WITNESS WHEREOF, **THE MALAYAN INSURANCE CO., INC.** Manila, Philippines, has caused this Policy to be signed by its Authorized Representative.

MALAYAN INSURANCE COMPANY, INC.

Authorized Signature

DOCUMENTARY STAMPS CLAUSE

Documentary stamps to the value stated herein have been affixed and properly cancelled on the duplicate of this policy.

PART I – COVERAGES

COVERAGE A – EMERGENCY MEDICAL TREATMENT

If within the policy period, the Insured while on travel incurs reasonable expenses for emergency medical treatment of sickness or accidental injury occurring during the course of travel, the Company will pay the Insured, up to the limit specified in the policy schedule all reasonable and customary charges in connection with that emergency medical treatment. Emergency medical treatment, as used in this section shall mean treatment by a legally qualified physician or surgeon, confinement within a hospital, employment of a licensed or graduate nurse, X-ray examination or the use of ambulance. The maximum reimbursement for daily hospital room and board is two percent (2%) of the limit of Coverage B but shall not exceed Php15,000 per day. The hospital daily rate (room and board) shall be the rate applying to semi-private (not exceeding 4 to a ward) accommodation in the said hospital but not to exceed the limit specified above herein. If room fees include the cost of all medical/hospital services and supplies, the limit per day is doubled, and tripled if it includes all medical/hospital services and supplies as well as the professional fees.

Emergency Medical Treatment also covers necessary surgery, physician consultations, diagnostic tests, hospital services and supplies, ambulance and paramedic services; visits to registered physicians and medicines prescribed by them.

EXCLUSIONS SPECIFIC TO COVERAGE A – EMERGENCY MEDICAL TREATMENT

This Policy does not cover:

- a. Congenital conditions of all kinds and hernias unless caused by trauma during the period of insurance.
- b. Psychotic, mental or nervous disorders (including any neuroses and their physiological or psychosomatic manifestations).
- c. Convalescent or rehabilitation care.
- d. Any and all conditions arising from surgical, mechanical or chemical methods of birth control and any and all conditions or treatment pertaining to infertility.
- e. Communication and transportation expenses other than medically necessary telecommunications and local ambulance/transportation services.
- f. Treatment or service other than on the recommendation of a physician.
- g. Any sickness or injury due to traveling contrary to doctor's advice.
- h. Pre-existing medical or physical condition(s) or any conditions arising from, or contributed to by such pre-existing medical and physical conditions.
- i. Any treatment for sickness or injury on travel arranged primarily for the purpose of obtaining medical treatment.
- j. Non-emergency treatment, Routine Care/examinations or health check-ups not incidental to the treatment or diagnosis of suspected sickness or injury sustained during the period of insurance.
- k. Care or treatment for which payment is not required or which is payable by any other insurance or indemnity covering the insured.
- l. Dental care and treatment, except as necessitated by accidental injuries to sound natural teeth occurring during the Period of Insurance
- m. Charges in respect for special and private nursing except in the event of a medical evacuation being necessary.
- n. Cosmetic surgery, eyeglasses and refraction or hearing aids, and prescriptions therefore except as necessitated by injuries occurring during the Period of Insurance.
- o. The use of any drug (except as medically prescribed but excluding drug addiction) or being under the influence of intoxicating liquor.

DEFINITIONS:

1. "Pre-Existing Conditions" means medical condition or physical condition (injury or sickness) which was in any way evident to the Insured before the effectivity of the Policy or the natural history/pathogenesis of such condition can be clinically determined to have started prior to the effectivity date of coverage, whether or not the Insured is aware of such injury or sickness, or for which the Insured received treatment, or have consulted a physician for treatment or have been taking medications.
2. "Child" means a person who is unmarried, is under 18 years of age, and who is wholly dependent upon his parents.
3. "Physician" wherever used in this policy means a person legally licensed to practice medicine and surgery other than the Assured or a member of the Assured's immediate family.
4. "Hospital" wherever used in this policy means an establishment which meets all of the following requirements: (1) holds a license as a hospital; (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (3) provides 24-hour-a-day nursing service by registered or graduate nurses; (4) has a staff of one or more licensed physicians available at all times; (5) provides organized facilities for diagnosis and major surgical facilities; (6) maintains at least six (6) beds installed for 24-hour use by patients; and (7) is not primarily a clinic, nurse, rest, or convalescent home or similar establishment and is not other than incidentally, a place for alcoholic or drug addicts.
5. "Prescribed Medicines or Drugs" shall respectively mean any medicine or drug which may not be legally purchased without a Physician's prescription and has been purchased for the treatment of a covered sickness or an Accidental injury.
6. "Sickness" means a pathological departure from the normal healthy state.
7. "Country of Residence" shall be the place of residence or permanent or contractual employment of each insured person as stated on the initial application for this insurance or as amended by endorsement during the period of insurance.

COVERAGE B – STRIKES AND AIRCRAFT SKYJACKING

When the Insured is prevented from reaching his scheduled destination as a result of strike (by airline or airport personnel) or aircraft hijacking, the Company will pay the Insured the amount stated in the schedule for every day of delay.

The liability of the Company is up to a maximum of ten (10) days. Coverage starts following an uninsured grace period of twelve (12) hours.

The 12- hour waiting period shall start immediately after the original estimated time of arrival (ETA) of the aircraft plus any amount of time it was delayed in departing from its last point of origin.

DEFINITIONS:

- a) Aircraft Hijacking/Skyjacking means any seizure or exercise of control, by force or violence or threat of force or violence and with wrongful intent on an aircraft.
- b) Strike means organized industrial action or any temporary stoppage of work by the concerted action of airline or airport employees as a result of an industrial or labor dispute.

COVERAGE C – BAGGAGE DELAY BENEFIT

In the event of delay of the Insured's checked-in baggage, the Company will provide for the essential purchase of necessary clothing and toiletries.

The liability of the Company is limited to the amount stated in the Schedule of Benefits and shall be established only after a waiting period of twelve (12) hours after the aircraft's arrival at its destination and will be less any amount recoverable or paid by the airline company carrier. In no event will the Company be liable for delay due to detention or confiscation by Customs Authorities.

The following will not be covered under this cover:

- a. for claims not declared to a competent person of the airline company as soon as the Insured knows the baggage is late or lost;
- b. for any clothing or toiletries that the Insured purchased more than four days after the actual time of arrival at the airport of destination;
- c. when the baggage delay occurs on the return journey to Insured's normal domicile;
- d. for purchases made after delivery of Insured's baggage by the air carrier.

The Insured cannot claim from under both benefits of the Baggage Delay and Loss of Baggage for the same loss.

COVERAGE D – LOSS OF BAGGAGE (Checked-in Baggage only)

The Company will indemnify the Insured for the loss of his checked-in baggage up to the amount stated in the Schedule of Benefits. The liability of the Company however, will be less any amount recoverable from or paid by the airline company or carrier. Loss must occur (i) while the baggage is in the possession of a common carrier/airline company and proof of such loss must be obtained in writing from the common carrier/airline company management and such proof must be provided to the Company, or (ii) as the result of theft of the baggage from the Insured provided such loss must be reported to the police having jurisdiction at the place of the loss no more than 24 hours from the incident. Any claim must be accompanied by written documentation from such police.

NOTE: Hand carried baggages and Delay, Detention or Confiscation of checked-baggage by Customs or other Authorities are not covered under this Policy. The Insured cannot claim under both benefits of Baggage Delay and Loss of baggage for the same loss.

EXCLUSIONS:

- a. Benefits will not be provided for any loss, theft or damage to: animals; documents, identity papers, credit and payment cards, transport tickets, cash, traveler's checks, banknotes, travel documents, negotiable instruments, bonds, stocks and securities, jewelry; keys;
- b. No benefit will be provided for any loss, theft or damage to: skis, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except while checked in as baggage with a registered common carrier;
- c. This cover will not pay for any loss, theft or damage to: automobiles and automobile equipment, motorcycles, trailers and caravans, boats, motors and other means of transport (including accessories); equipment for professional use; musical instruments; objects of art, precious gemstones, china glassware's, porcelains, antiques, collector's items, furniture, eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges; perishables and consumables; baggage sent in advance or souvenirs and articles mailed or shipped separately; hired or leased equipment; business goods or samples; data recorded on tapes, cards, disc or otherwise.
- d. Benefits will not be provided for any loss resulting in whole or in part from: wear and tear or gradual deterioration; insects or vermin; inherent vice or damage; transporting contraband or illegal trade; mysterious disappearance or unaccompanied baggage, losses arising from personal negligence or unexplainable disappearance; breakage of brittle or fragile articles, cameras, computers (including software's and accessories), musical instruments, radios and similar property

COVERAGE E - LOSS OF TRAVEL DOCUMENTS

The Company will reimburse the Insured up to the limit specified in the schedule in respect of reasonable additional hotel, travel and communication expenses necessarily incurred in the country/ies visited in obtaining the replacement of a lost passport or visa. Provided that an Insured shall exercise reasonable care for the safety and supervision of the property and that any loss of passport must be reported to the Police within 24 hours of the discovery. This policy does not cover lost traveller's checks.

COVERAGE F- FLIGHT DELAY

This policy will reimburse the Insured up to the limit specified in the schedule if the Insured's flight is delayed for more than twelve (12) hours, for:

- a. any prepaid, unused, non-refundable land or water accommodation
- b. any reasonable expenses incurred in respect of meals and lodging which were necessarily incurred as a result of the delay and which were not provided by the airline or any other party free of charge;
- c. the cost of transfer to and from the airport.

Only the following causes of delay shall be covered:

- a. delay caused by any severe weather conditions;
- b. delay due to strike or other job action by employees of the airline on which the Insured is scheduled to travel;
- c. delay caused by the equipment failure of the aircraft on which the Insured is scheduled to travel.

This cover only applies to normally scheduled airline flights which the Insured had duly confirmed according to the airlines rules and regulations.

COVERAGE G – EMERGENCY TRIP CANCELLATION

This policy reimburse the Insured up to the limit specified in the schedule for the irrecoverable deposits or charges paid in advance or contracted to be paid for the Insured's benefit only and for which are not recoverable from any other source, in the event of necessary and unavoidable cancellation made by the Insured within thirty (30) days before the date of commencement of trip due to:

- a. The sudden and unexpected death, serious injury or illness of himself, his spouse, parent, child, brother, sister, grandparent, parent-in-law or business partner.
- b. unexpected outbreak of strike, riot or civil commotion at the planned destination arising from causes beyond the Insured's control;
- c. unexpected attendance under subpoena as a witness at a court of law;
- d. serious damage to the Insured's principal residence due to fire, flood or similar natural disaster (typhoon, earthquake, etc.) within one (1) week from the departure date which requires your presence on the premises on the departure date;

Provided this Policy shall not cover the following:

- a. the first Php500.00 of each and every claim per Insured person
- b. arising directly or indirectly as a result of government regulation or act; the failure or default of the travel agent or tour operator or transport provider to provide any part of the booked journey or service; any unlawful act or criminal proceedings against the Insured or of any person whom the journey plans depend on; the Insured's disinclination to travel; the liquidation, bankruptcy or dissolution of the Insured's company or the Insured's financial difficulty; the Insured's failure to notify the travel agent or tour operator or provider of transport or accommodation immediately if it is found necessary to cancel or curtail the travel arrangements.
- c. any claim when at the time of making the travel arrangements the Insured is aware of any circumstances which might cause the journey to be cancelled.
- d. any loss that is covered by any other existing insurance scheme; government program or which will be paid or refunded by a hotel, airline, and travel agent for any other travel and/or accommodation.

COVERAGE H – EMERGENCY TRIP TERMINATION

This cover pays up to the limit specified in the schedule for additional traveling, hotel expenses or board incurred and loss of travel and/or accommodation expenses paid in advance or forfeited by the Insured after the commencement of the holiday or travel consequent upon the Insured having to return to his or her place of residence following the unexpected death, serious injury or sickness or hijack of the Insured, the Insured's spouse, parent, parent-in-law, grandparent, child, brother, sister, business partner or co-director who is resident in the Philippines. This coverage is effective only if it is purchased before the Insured becomes aware of any circumstances which could lead to the disruption of his/her journey.

This cover also covers the reasonable and necessary travel costs and additional hotel accommodation incurred by one immediate family member of the Insured, such costs arising from the death of or serious injury to the Insured as the result of an accident excluding any death or injury arising from air crash during the period of insurance up to a maximum benefit stated in the schedule of benefits. The authorized travel agent has an authority to make a claim on behalf of the Insured for air fares only.

Emergency trip termination means abandonment of the planned trip by return to the place of initial departure after arrival at the booked destination as shown on the booking invoice.

No benefits will be provided for any loss resulting (in whole or in part) from:

- a. pregnancy and its complications;
- b. illness or disorders of a psychological nature, nervous depressions, mental illness, sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
- c. suicide, attempted suicide, or intentionally self-inflicted injury;
- d. periodic control and observation examinations;
- e. failure to obtain required vaccinations before departure;
- f. alcohol or drug abuse;
- g. any cancellations resulting from Civil or Foreign war, riots, popular movements, any pre-existing conditions, terrorist acts, any effect of a source of radioactivity, epidemics, pollution, natural catastrophes and climatic events.

COVERAGE I – RETURN OF MORTAL REMAINS

In the event of the insured's accidental death, this cover reimburses up to the limit specified in the schedule for expenses related to the return of mortal remains of the Insured to his/her home country.

DEFENSE, SETTLEMENT, and SUPPLEMENTARY PAYMENTS

With respect to such insurance is afforded by this Policy for liability this COMPANY shall:

- a. defend any suit against the Insured, alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent, but his COMPANY may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- b. (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this Policy all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (2) pay all expenses incurred by this COMPANY, all costs, taxes against the Insured an any such suit and all interest accruing after entry of judgment until this COMPANY has paid or tendered or deposited in court such part of such judgment as does not exceed in the limit of this COMPANY's liability thereon;
- (3) pay expenses incurred by the Insured, in the event of an accident causing bodily injury, sickness or disease, for such immediate medical and surgical relief to others as shall be imperative at the time of accident;
- (4) reimburse the Insured for all reasonable expense, other than loss of earnings, incurred at this COMPANY's request and the amounts so incurred, except settlements of claims and suits are payable by this COMPANY in addition to the applicable limit of liability in this Policy.

EXCLUSIONS (Specific to Coverage I)

This Policy does not apply to:

1. Any business pursuits of an INSURED, other than activities therein which are ordinarily incident to non-business pursuits or to the rendering of any professional service or the omission thereof, except with respect to voluntarily civilian defense activities, or to any act or omission in connection with premise, other than as defined, which are owned, rented or controlled by the INSURED.
2. The ownership, maintenance, operation, use, loading or unloading of (1) automobiles or any mechanically propelled vehicle (2) aircraft or watercraft, including sailboats, with-in board motors, watercraft, including sailboats with or without auxiliary power, 21 feet or more in overall length owned by or rented to the Insured.
3. Injury, sickness, disease, death or destruction caused intentionally by or at the direction of the Insured.
4. Bodily injury to or sickness, disease or death of any employee of the Insured arising out of and in the course of his employment by the Insured, if benefits therefore are in whole or in part either payable or required to be provided under any workmen's compensation benefit for such employee.
5. Any Liability assumed by the INSURED under any contract or agreement.
6. Injury to or destruction of property used by, rented to or in the care, custody or control of the INSURED or property as to which the INSURED for any purpose is exercising physical control.
7. Injury, sickness, disease, death or destruction due to war whether declared or not, civil war insurrection, rebellion or revolution, sabotage, terrorism.

CONDITIONS (Specific to Coverage I)

Limits of Liability: The limit of liability for all damages, including damages for care and loss of services, as the result of one occurrence.

Severability of Interest: The term "the INSURED" is used severally and not collectively, but the inclusion herein of more than one INSURED shall not operate to increase the limits of this COMPANY's liability.

Notice of Occurrence: When an occurrence takes place, written notice shall be given by or on behalf of the INSURED to this COMPANY or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the

INSURED and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witness.

Notice of Claim or Suit – If a claim is made or suit is brought against the INSURED, the INSURED shall immediately forward to this COMPANY every demand, notice, summons or others as shall be imperative at the time of the accident.

Assistance and Cooperation of the Insured – The INSURED shall cooperate with this COMPANY and, upon this COMPANY's request, shall attend hearings and trials and shall assist in effecting settlements securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The INSURED shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident.

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve this company of any of its obligation hereunder.

Other Insurance – If the INSURED has other insurance against a loss covered by this coverage, this COMPANY shall not be liable under this coverage for a greater proportion of such loss than the applicable limit of liability of all valid and collectible insurance against such loss.

COVERAGE J – COMPASSIONATE VISIT

In the event that the insured is traveling alone and will be confined or is projected to be confined in a hospital for more than seven (7) consecutive days due to Accidental Bodily Injury, this cover will reimburse the cost of transporting one chosen companion to the major airport closest to the place of hospitalization, provided that the transportation be equivalent to Economy, round-trip, common carrier transportation.

PART II – SPECIAL CONDITION ON EXTRA INCLUSIVE COVERAGE

...EXTENDED COVERAGE AFTER TERMINATION

This policy, after expiration of the Term of Coverage, shall be extended automatically up to a maximum of twenty four (24) hours when:

- a) the Insured riding solely as a passenger on board any public utility vehicle, which is scheduled to arrive at its destination prior to expiration, is delayed beyond such expiration, and;
- b) delay is caused by circumstances beyond the control of the Insured.

DEFINITION:

Public Utility Vehicle as used in this Section shall mean all forms of commercial transportation either by land, sea, or air, licensed to carry fare-paying passengers.

PART III – SPECIAL CONDITIONS AS RESPECTS COVERAGE WHILE FLYING

With regard to flying, this policy covers loss incurred by the Insured when riding solely as a fare-paying passenger and not as an operator or crew of the aircraft. Cover also includes while boarding or alighting. Type of aircraft shall be limited to:

A certified commercial passenger aircraft on any regular, scheduled or non-scheduled, special or chartered flight and operated by a properly certified pilot flying between duly established and maintained airports.

PART IV – EXPOSURE AND DISAPPEARANCE

When the Insured suffers a loss due to exposure to the elements as a result of an accident covered by this policy, the Company will indemnify the Insured in accordance with the terms of the Policy.

If the body of the Insured has NOT been found within one year after the date of accident causing the disappearance, sinking or wreckage of the vehicle the Insured was riding on, it will be presumed that the Insured lost his life as a result of such accident.

PART V - SPECIAL COVERAGE

Rented Car Protection

The Company will, subject to the Limit specified in the Schedule, pay for the amount that may necessarily be charged to the Assured by the rental company due to damage sustained by the Assured's rented car, by: 1. accidental collision or overturning (except when collision or overturning is consequent upon mechanical breakdown or consequent upon wear and tear), 2. fire, external explosion, self-ignition, lightning, 3. malicious act, 4. whilst in transit (including the processes of loading and unloading) incidental to transit by road, rail, lift or elevator.

Provided at the time of the accident or damage, the car was being driven or under the care and custody of the Assured. The Rented Car Protection shall be subject to a deductible of 5% of the loss amount or a minimum of Ps 5,000.00 (for Peso Policy) or US\$ 100.00 (for Dollar Policy) for each and every accident or occurrence, whichever is higher. This section shall not cover the following:

1. Theft of the entire vehicle or its accessories or spare parts;
2. Any liability, bodily injury or property damage caused by and arising out of the use of rented car;
3. The corresponding deductible for each and every accident or occurrence;
4. Consequential loss, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages;
5. Damage to tires unless the car is damaged at the same time;

6. Any malicious damage caused by the Assured, any member of his family or by person in the Assured's service.
7. Whilst the rented car is driven other than by the Authorized Driver named in the Rental Contract or Agreement; and
8. Any accident or damage to the rented car whilst being used to otherwise than in accordance with what is stated the Rental Contract Agreement.

In the event of a claim or reimbursement, the Assured shall provide the company the following document:

- a.) a copy of Rental Contract Agreement,
- b.) original copy of Official Receipt for the Rental fee and Damage charged by the rental company,
- c.) a copy of police report (for major accident) or affidavit of received by the rental company stating the facts of the accident or damage to the rented car.

SPORTS COVERAGE

Only the Benefits under Coverage B-Emergency Medical Treatment shall extend to cover the Assure whilst engaged in winter sports, scuba diving, trekking and mountain climbing. Provided that the Company shall not pay for the first Ps 2,000 (for Peso Policy) or the first US\$ 50.00 (for Dollar Policy).

PART VI – GENERAL EXCLUSIONS (Applicable to All Sections)

This insurance with respect to the above hazards shall not apply to:

- a) loss caused directly or indirectly, wholly or partly by:
 - (1) bacterial infections or infections caused by parasites, except infections caused by pus-producing microorganisms (pyrogenic infections) which shall occur through an accidental cut or wound; (NOTE: GENERAL EXCLUSION a) (1) above does not apply to Coverage B and the additional benefit under Coverage B (Daily Hospital Income on Confinement due to Sickness), provided that it occurs during the course of travel and is not specifically excluded under EXCLUSIONS SPECIFIC TO COVERAGE B AND ADDITIONAL BENEFIT OF COVERAGE B.
 - (2) Medical or surgical treatment (except if necessary by reason of injuries covered by this policy and performed within the period of insurance);
 - (3) Miscarriage or pregnancy;
 - (4) AIDS or Sexually Transmitted Diseases (STD)
- b) suicide or attempted suicide (sane or insane);
- c) murder or provoked assault;
- d) loss or injury caused by war, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, strikes, riots, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, sabotage, terrorism.

This exclusion shall not be affected by any endorsement, which does not specifically refer to it, in whole or in part.

- e) nuclear radiation or radioactive contamination;
- f) injury sustained while participating in professional athletics or any organized and scheduled amateur physical contact sports;
- g) injury sustained while engaging in mountaineering requiring the use of ropes or guides, skin diving employing the use of compressed cylinders, racing on wheels or horseback, skydiving from a device for aerial navigation, hang gliding (Unless such activities have been declared to and accepted by the Company, subject to additional premium payment, and affirmed by written endorsement).
- h) Cave-in of mines;
- i) Serving as officer or crew of any type of sea vessel; aircraft

GENERAL PROVISIONS ENTIRE CONTRACT-CHANGES

This policy, including endorsements and attached papers, if any, shall be read together as one contract. None of the provisions, conditions, and terms of this Policy shall be waived or altered except by endorsement, signed or initialed by an authorized official of the Company and issued in accordance with the provisions of Section 50 of the Insurance code.

NOTICE OF CLAIM

In the event of loss recoverable under this policy, a written notice of claim must be given to the Company within thirty (30) days or as soon as reasonably possible. The notice may be given by or on behalf of the Insured or the Beneficiary provided there is sufficient information to identify the Insured. Said notice may be forwarded directly to the Company or any authorized agent of the Company.

CLAIM FORMS

The Company will furnish the Insured with claim forms necessary for filing proofs of loss upon receipt of a notice of claim. The Insured is required to return such forms to the Company within fifteen (15) days. If, however, after fifteen (15) days the Insured fails to submit such forms, the Insured shall be deemed to have complied with the policy requirement for filing proofs of loss upon submission within the period allowed as stated in Submission of Proofs of Loss section below. Written proofs of loss must include notarized documentation covering the occurrence, the character and the extent of the loss for which the claim is made.

SUBMISSION OF PROOF OF LOSS

Written proofs of loss must be submitted to the Company within ninety (90) days from the date of accident. With respect to claims for Medical Reimbursement, such proof must be furnished the Company within the policy period or within ninety (90) days after the termination of the policy. Failure to submit written proof within the required time will not invalidate nor reduce any claim if it was not reasonably possible to do so within such time. The Insured however is required to submit such proof as soon as reasonably possible, but in no event later than one year from the time such proof is required except in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS

Indemnities payable under this policy will be paid immediately upon receipt of due written proof of such loss.

PAYMENT OF CLAIMS

Indemnity for all losses covered under this policy, except for loss of life, shall be payable to the Insured. For loss of life, Indemnity will be paid in accordance with the beneficiary designation and the conditions stated in the policy, which are in effect at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. At the Company's option, any other accrued indemnity unpaid after the Insured's death shall be paid to his beneficiary or estate.

ACTION AGAINST THE COMPANY

"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 twelve (12) months from receipt of notice of such rejection or in case of arbitration taking place as provided herein, within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claim shall for all purposes be deemed to have abandoned and shall not thereafter be recoverable hereunder."

CHANGE OF BENEFICIARY

The Insured has the right to assign or change his designated beneficiary or beneficiaries. It is also the right of the Insured to make valid changes in this policy without the consent of said beneficiary or beneficiaries.

SETTLEMENT OF CLAIM CLAUSE

The amount of any injury or loss for which the Company may be liable under this Policy shall be paid within thirty (30) days after proof of such loss is received by the Company and ascertainment of the injury or loss is made either by agreement

between the Insured 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 injury or loss shall be paid within ninety (90) days after such receipt.

CANCELLATION OF THE POLICY

This policy may not be cancelled by the Company except upon prior notice thereof to the Insured, and no notice of cancellation shall be effective unless it is based on the occurrence, after the effective date of the policy, of one or more of the following:

- a. non-payment of premium;
- b. conviction of a crime arising out of acts increasing the hazard insured against;
- c. discovery of fraud or material misrepresentation
- d. discovery of willful or reckless acts or omissions increasing the hazard insured against;
- e. a determination by the Commissioner that the continuation of the policy would violate or would place the Insurer in violation of this Code.

All notices of cancellation shall be in writing, mailed or delivered to the Insured at the address shown in the policy, and shall state (a) which of the grounds is relied upon and (b) that, upon written request of the named Insured, the Insurer will furnish the facts on which the cancellation is based:

If the Insured cancels, earned premium shall be computed in accordance with the applicable percentage indicated below, but in no event less than the Company's customary minimum premium:

CIVIL CODE ARTICLE 1250 WAIVER CLAUSE

It is here hereby declared and agreed that the provision of Art.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 establishment of the obligation shall be the basis of payment."

IMPORTANT NOTICE

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

Annex "B"
Black Card Travel Plus
Travel Claim Documents Required

Claims Requirements:

Emergency Medical Treatment

Out-patient

- Original Official Receipts]
- Medical report
- Laboratory results (if any was done)

In-patient

- Statement of Account (with breakdown)
- Official Receipts
- Medical Report
- Laboratory results (if any was done)
- Operative record and hispathology results (if surgery was done)
- Police report (if a medico legal case or a vehicular accident) or a duly notarized written statement by the claimant

Trip Termination

- If due medical condition: medical report of the Insured or relative within the degree of relationship specified in the policy
- If due to a death: death certificate of the Insured or relative within the degree of relationship specified in the policy
- Any document that will satisfactorily prove cancellation and which will also indicate the non-refundable portion of the travel and accommodation expenses

Flight Delay

- Any document satisfactory to the Insurer issued by the airline recognizing the reason of the delay

Strikes and Aircraft Hijacking

- Any document satisfactory to the Insurer recognizing that such strike or hijack has occurred

Loss of Baggage

- Baggage irregularity report issued by the airline if the loss occurred while the baggage was under their custody
- Police report if stolen
- Official original receipt/s of the lost baggage/s
- List of lost items with brand, model, type and corresponding amount

Baggage delay

- Baggage irregularity report issued by the airline
- Any document satisfactory to the Insurer stating the exact date and time that the baggage was retrieved
- Certification from the airline of baggage delay / or expenses incurred\

Lost of Travel Documents

- Any document satisfactory to the Insurer issued by the carrier for lost travel tickets or the embassy for lost passport
- Copy of the replacement passport and/or lost travel tickets
- If loss occurred in such circumstances, an irregularity report from the airline or a police report
- Official reports of the travel and communication expenses incurred in getting a replacement passport or travel tickets

Annex "C"
TRAVEL PERSONAL ACCIDENT POLICY

In consideration of the issuance of this policy and the timely prior payment of the premium stated in the policy schedule, the cover shall take effect.

THIS POLICY COVERS LOSS RESULTING FROM BODILY INJURIES OR DEATH CAUSED (DIRECTLY AND INDEPENDENTLY OF ALL OTHER CAUSES) BY ACCIDENT (EXCEPT AS STATED SPECIFICALLY TO OTHER POLICY COVERAGES), SUBJECT TO THE PROVISIONS, EXCLUSIONS AND COVERAGES HEREIN CONTAINED.

The word "ACCIDENT" as used in this policy shall mean, a sudden contingent event, arising from unintentional, unforeseen, violent, visible and external means, resulting to bodily injury or death.

The "Insured" referred to in this policy shall refer to the person named in the Schedule who has applied for coverage with **Malayan Insurance Company, Inc.** herein referred to as "the Company."

COMMENCEMENT AND TERMINATION OF COVERAGE

This policy is effective during the policy period specified in the schedule subject to a maximum of fifteen (15) days per any one trip or travel duration (unless the Company has been informed and the latter accepted). Cover takes effect (except for Coverage B and E) from the time the Insured leaves his place of work or residence with the intention of commencing the intended travel as per declared itinerary with the Company, with the date stated in the Schedule and expires on whichever of the following occurs first:

- e) the expiry of the policy period specified in the schedule;
- f) the Insured's return to his/her place of residence or employment, whichever occurs first;
- g) the Insured's travel reaching the 15th day, unless previously declared to the Company and the latter signified its acceptance and an additional premium has been paid.
- h) within two (2) hours after the scheduled time of arrival.

SCOPE OF COVERAGE:

This policy shall cover the Insured:

- while anywhere outside the Philippines
- while traveling as a fare paying passenger on board any type of conveyance while outside the Philippines
- while on board any aircraft, as a fare paying passenger, within the Philippines
- while on travel of at least one hundred (100) miles away from registered place of residence.

IN WITNESS WHEREOF, **THE MALAYAN INSURANCE CO., INC.** Manila, Philippines, has caused this Policy to be signed by its Authorized Representative.

MALAYAN INSURANCE COMPANY, INC.

Authorized Signature

DOCUMENTARY STAMPS CLAUSE

Documentary stamps to the value stated herein have been affixed and properly cancelled on the duplicate of this policy.

PART I – COVERAGES

COVERAGE A: ACCIDENTAL DEATH, DISMEMBERMENT &/OR DISABLEMENT BENEFIT

...A.1 – LOSS OF LIFE ACCIDENT INDEMNITY

The Company will pay the PRINCIPAL SUM stated in the policy schedule if within hundred eighty (180) days following the accident, injury of the Insured results in the loss of his life.

...A.2 – DISMEMBERMENT &/or DISABLEMENT AND LOSS OF SIGHT INDEMNITY

If within one hundred eighty (180) days from the occurrence of the accident, injury sustained by the Insured does not lead to the loss of his life but results in any of the losses specified in the Schedule of Indemnity (within the said number of days), the Company will pay for such loss subject to the following Schedule of Indemnity:

SCHEDULE OF INDEMNITY

DESCRIPTION OF DISABLEMENT	% OF PRINCIPAL SUM (Limit of Liability)
▪ Both hands or both feet or sight of both eyes or of all fingers and both thumbs.....	} 100%
▪ One hand and one foot.....	
▪ Either hand or foot and sight of one eye.....	
▪ Total Paralysis.....	
▪ Injuries resulting in being permanently bedridden.....	} 60%
▪ Any other injury causing permanent total disablement	
▪ Loss of arm at shoulder joint.....	} 50%
▪ Either hand or foot.....	
▪ Sight of one eye.....	25%
▪ Loss of hearing (both ears)	50%
▪ Loss of hearing (one ear)	47.50%
▪ Loss of arm between shoulder and elbow.....	45%
▪ Loss of arm at elbow.....	42.50%
▪ Loss of arm between and wrist.....	42.50%
▪ Loss of hand at wrist.....	35%
▪ Loss of four fingers and thumb of one hand.....	15%
▪ Loss of four fingers.....	10%
▪ Loss of thumb – two phalanges.....	10%
▪ Loss of thumb - one phalanx	8%
▪ Loss of index finger – three phalanges	4%
▪ Loss of index finger – two phalanges	6%
▪ Loss of index finger – one phalanx	4%
▪ Loss of middle finger – three phalanges.....	2%
▪ Loss of middle finger – two phalanges	5%
▪ Loss of middle finger – one phalanx	4%
▪ Loss of ring finger – three phalanges	4%
▪ Loss of ring finger – two phalanges	2%
▪ Loss of ring finger – one phalanx	4%
▪ Loss of little finger – three phalanges	3%
▪ Loss of little finger – two phalanges	2%
▪ Loss of little finger – one phalanx	3%
▪ Loss of metacarpals – first or second (additional)	2%
▪ Loss of metacarpals – third, fourth or fifth (additional)...	70%
▪ Loss of leg – at hip	50%
▪ Loss of leg – between knee and hip	35%
▪ Loss of leg – below knee	15%
▪ Loss of toes – all	5%
▪ Loss of toes – big toe, both phalanges	2%
▪ Loss of toes, big toe, one phalanx	1%
▪ Loss of toe, other than big toe, each toe lost	

“LOSS” as used above within reference to hand or foot or thumb means complete severance through or above the wrist or ankle joint or both phalanges respectively; as used with reference to eyes, means the entire and irrecoverable loss of sight.

Where the injury is not specified, the Company will adopt a percentage of disablement, which in its opinion is not inconsistent with the provisions of the Schedule of Indemnity. In the event of multiple injuries compensable under this Section, the liability of the Company shall only be the injury requiring the highest indemnity.

...A.3 – PERMANENT TOTAL DISABILITY INDEMNITY

When as a result of injury and commencing within one hundred eighty (180) days from the date of accident, the Insured is totally and permanently disabled such that:

- a) the Insured is unable to engage in any occupation or employment for compensation or profit for twelve (12) consecutive months, and;
- b) such disability is diagnosed by a duly licensed physician to be total, continuous and permanent, the Company will indemnify the Insured the Principal Sum, less any amount paid or payable under Coverage A.2 of this policy.

Coverage A.1, A.2, & A.3- Termination Clause

This Contract shall terminate only in the event of accidental death as provided herein or upon expiry as indicated in items “a” to “d” of Commencement and Termination of Cover.

In any policy period, the aggregate benefits payable under this contract in respect of any one accident resulting in loss(es) within 180 days from date of accident(s) shall not exceed the principal sum (e.g.) loss of life, loss of both hands or feet, loss of sight of both eyes and either hand or foot.

In any policy period, the aggregate benefits payable under the Dismemberment/Disability Benefit of this contract in respect of one or more accident(s) shall not exceed the principal sum (i.e. for subsequent accident resulting in any loss(es) which would make the aggregate benefits exceed the principal sum, the amount(s) payable under the Dismemberment/Disability Benefit shall be the principal sum less the amount(s) 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 period, the amount of benefit for loss of life, arising from independent/unrelated accident/event shall always be the principal sum.

Any partial benefits already paid for any loss(es) shall not be carried over in the subsequent policy. (The amount of benefits to be paid in the succeeding policy period shall not be reduced by any amount paid in the preceding policy period).

COVERAGE B – BAGGAGE DELAY BENEFIT

In the event of delay of the Insured's checked-in baggage, the Company will provide for the essential purchase of necessary clothing and toiletries.

The liability of the Company is limited to the amount stated in the Schedule of Benefits and shall be established only after a waiting period of twelve (12) hours after the aircraft's arrival at its destination and will be less any amount recoverable or paid by the airline company carrier. In no event will the Company be liable for delay due to detention or confiscation by Customs Authorities.

The following will not be covered under this cover:

- e. for claims not declared to a competent person of the airline company as soon as the Insured knows the baggage is late or lost;
- f. for any clothing or toiletries that the Insured purchased more than four days after the actual time of arrival at the airport of destination;
- g. when the baggage delay occurs on the return journey to Insured's normal domicile;
- h. for purchases made after delivery of Insured's baggage by the air carrier.

The Insured cannot claim from under both benefits of the Baggage Delay and Loss of Baggage for the same loss.

COVERAGE C- FLIGHT DELAY

This policy will reimburse the Insured up to the limit specified in the schedule if the Insured's flight is delayed for more than twelve (12) hours, for:

- d. any prepaid, unused, non-refundable land or water accommodation
- e. any reasonable expenses incurred in respect of meals and lodging which were necessarily incurred as a result of the delay and which were not provided by the airline or any other party free of charge;
- f. the cost of transfer to and from the airport.

Only the following causes of delay shall be covered:

- d. delay caused by any severe weather conditions;
- e. delay due to strike or other job action by employees of the airline on which the Insured is scheduled to travel;
- f. delay caused by the equipment failure of the aircraft on which the Insured is scheduled to travel.

This cover only applies to normally scheduled airline flights which the Insured had duly confirmed according to the airlines rules and regulations.

COVERAGE D – EMERGENCY TRIP CANCELLATION

This policy reimburse the Insured up to the limit specified in the schedule for the irrecoverable deposits or charges paid in advance or contracted to be paid for the Insured's benefit only and for which are not recoverable from any other source, in the event of necessary and unavoidable cancellation made by the Insured within thirty (30) days before the date of commencement of trip due to:

- e. the sudden and unexpected death, serious injury or illness of himself, his spouse, parent, child, brother, sister, grandparent, parent-in-law or business partner.
- f. unexpected outbreak of strike, riot or civil commotion at the planned destination arising from causes beyond the Insured's control;
- g. unexpected attendance under subpoena as a witness at a court of law;

- h. serious damage to the Insured's principal residence due to fire, flood or similar natural disaster (typhoon, earthquake, etc.) within one (1) week from the departure date which requires your presence on the premises on the departure date;

Provided this Policy shall not cover the following:

- e. the first Php500.00 of each and every claim per Insured person
- f. arising directly or indirectly as a result of government regulation or act; the failure or default of the travel agent or tour operator or transport provider to provide any part of the booked journey or service; any unlawful act or criminal proceedings against the Insured or of any person whom the journey plans depend on; the Insured's disinclination to travel; the liquidation, bankruptcy or dissolution of the Insured's company or the Insured's financial difficulty; the Insured's failure to notify the travel agent or tour operator or provider of transport or accommodation immediately if is found necessary to cancel or curtail the travel arrangements.
- g. any claim when at the time of making the travel arrangements the Insured is aware of any circumstances which might cause the journey to be cancelled.
- h. any loss that is covered by any other existing insurance scheme; government program or which will be paid or refunded by a hotel, airline, travel agent for any other travel and/or accommodation.

COVERAGE E – EMERGENCY TRIP TERMINATION

This cover pays up to the limit specified in the schedule for additional traveling, hotel expenses or board incurred and loss of travel and/or accommodation expenses paid in advance or forfeited by the Insured after the commencement of the holiday or travel consequent upon the Insured having to return to his or her place of residence following the unexpected death, serious injury or sickness or hijack of the Insured, the Insured's spouse, parent, parent-in-law, grandparent, child, brother, sister, business partner or co-director who is resident in the Philippines. This coverage is effective only if it is purchased before the Insured becomes aware of any circumstances which could lead to the disruption of his/her journey.

This cover also covers the reasonable and necessary travel costs and additional hotel accommodation incurred by one immediate family member of the Insured, such costs arising from the death of or serious injury to the Insured as the result of an accident excluding any death or injury arising from air crash during the period of insurance up to a maximum benefit stated in the schedule of benefits. The authorized travel agent has an authority to make a claim on behalf of the Insured for air fares only.

Emergency trip termination means abandonment of the planned trip by return to the place of initial departure after arrival at the booked destination as shown on the booking invoice.

No benefits will be provided for any loss resulting (in whole or in part) from:

- h. pregnancy and its complications;
- i. illness or disorders of a psychological nature, nervous depressions, mental illness, sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
- j. suicide, attempted suicide, or intentionally self-inflicted injury;
- k. periodic control and observation examinations;
- l. failure to obtain required vaccinations before departure;
- m. alcohol or drug abuse;
- n. any cancellations resulting from Civil or Foreign war, riots, popular movements, any pre-existing conditions, terrorist acts, any effect of a source of radioactivity, epidemics, pollution, natural catastrophes and climatic events.

PART VI – GENERAL EXCLUSIONS (Applicable to All Sections)

This insurance with respect to the above hazards shall not apply to:

- j) loss caused directly or indirectly, wholly or partly by:
 - (1) bacterial infections or infections caused by parasites, except infections caused by pus-producing microorganisms (pyrogenic infections) which shall occur through an accidental cut or wound; provided that it occurs during the course of travel.
 - (2) Medical or surgical treatment (except if necessary by reason of injuries covered by this policy and performed within the period of insurance);
 - (3) Miscarriage or pregnancy;
 - (4) AIDS or Sexually Transmitted Diseases (STD)
- k) suicide or attempted suicide (sane or insane);
- l) murder or provoked assault;
- m) loss or injury caused by war, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, strikes, riots, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, sabotage, terrorism.

This exclusion shall not be affected by any endorsement, which does not specifically refer to it, in whole or in part.

- n) nuclear radiation or radioactive contamination;
- o) injury sustained while participating in professional athletics or any organized and scheduled amateur physical contact sports;
- p) injury sustained while engaging in mountaineering requiring the use of ropes or guides, skin diving employing the use of compressed cylinders, racing on wheels or horseback, skydiving from a device for aerial navigation, hang gliding (Unless such activities have been declared to and accepted by the Company, subject to additional premium payment, and affirmed by written endorsement).
- q) Cave-in of mines;
- r) Serving as officer or crew of any type of sea vessel; aircraft

GENERAL PROVISIONS ENTIRE CONTRACT-CHANGES

This policy, including endorsements and attached papers, if any, shall be read together as one contract. None of the provisions, conditions, and terms of this Policy shall be waived or altered except by endorsement, signed or initialed by an authorized official of the Company and issued in accordance with the provisions of Section 50 of the Insurance code.

NOTICE OF CLAIM

In the event of loss recoverable under this policy, a written notice of claim must be given to the Company within thirty (30) days or as soon as reasonably possible. The notice may be given by or on behalf of the Insured or the Beneficiary provided there is sufficient information to identify the Insured. Said notice may be forwarded directly to the Company or any authorized agent of the Company.

CLAIM FORMS

The Company will furnish the Insured with claim forms necessary for filing proofs of loss upon receipt of a notice of claim. The Insured is required to return such forms to the Company within fifteen (15) days. If, however, after fifteen (15) days the Insured fails to submit such forms, the Insured shall be deemed to have complied with the policy requirement for filing proofs of loss upon submission within the period allowed as stated in Submission of Proofs of Loss section below. Written proofs of loss must include notarized documentation covering the occurrence, the character and the extent of the loss for which the claim is made.

SUBMISSION OF PROOF OF LOSS

Written proofs of loss must be submitted to the Company within ninety (90) days from the date of accident. With respect to claims for Medical Reimbursement, such proof must be furnished the Company within the policy period or within ninety (90) days after the termination of the policy. Failure to submit written proof within the required time will not invalidate nor reduce any claim if it was not reasonably possible to do so within such time. The Insured however is required to submit such proof as soon as reasonably possible, but in no event later than one year from the time such proof is required except in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS

Indemnities payable under this policy will be paid immediately upon receipt of due written proof of such loss.

PAYMENT OF CLAIMS

Indemnity for all losses covered under this policy, except for loss of life, shall be payable to the Insured. For loss of life, Indemnity will be paid in accordance with the beneficiary designation and the conditions stated in the policy, which are in effect at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. At the Company's option, any other accrued indemnity unpaid after the Insured's death shall be paid to his beneficiary or estate.

PHYSICAL EXAMINATION AND AUTOPSY

The Company has the right to examine the Insured at any time, at its own expense and as often as it may reasonably require during the pendency of a claim. In the event of death, such an examination may include an autopsy where it is not prohibited by law.

ACTION AGAINST THE COMPANY

"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 twelve (12) months from receipt of notice of such rejection or in case of arbitration taking place as provided herein, within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claim shall for all purposes be deemed to have abandoned and shall not thereafter be recoverable hereunder."

CHANGE OF BENEFICIARY

The Insured has the right to assign or change his designated beneficiary or beneficiaries. It is also the right of the Insured to make valid changes in this policy without the consent of said beneficiary or beneficiaries.

SETTLEMENT OF CLAIM CLAUSE

The amount of any injury or loss for which the Company may be liable under this Policy shall be paid within thirty (30) days after proof of such loss is received by the Company and ascertainment of the injury or loss is made either by agreement

between the Insured 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 injury of loss shall be paid within ninety (90) days after such receipt.

CANCELLATION OF THE POLICY

This policy may not be cancelled by the Company except upon prior notice thereof to the Insured, and no notice of cancellation shall be effective unless it is based on the occurrence, after the effective date of the policy, of one or more of the following:

- f. non-payment of premium;
- g. conviction of a crime arising out of acts increasing the hazard insured against;
- h. discovery of fraud or material misrepresentation
- i. discovery of willful or reckless acts or omissions increasing the hazard insured against;
- j. a determination by the Commissioner that the continuation of the policy would violate or would place the Insurer in violation of this Code.

All notices of cancellation shall be in writing, mailed or delivered to the Insured at the address shown in the policy, and shall state (a) which of the grounds is relied upon and (b) that, upon written request of the named Insured, the Insurer will furnish the facts on which the cancellation is based:

If the Insured cancels, earned premium shall be computed in accordance with the applicable percentage indicated below, but in no event less than the Company's customary minimum premium:

PERCENT OF ANNUAL PREMIUM	
(applicable to Annual policies only)	
2 months (minimum)	40%
3 months	50%
4 months.....	60%
5 months.....	70%
6 months	75%
Over 6 months	100%

CIVIL CODE ARTICLE 1250 WAIVER CLAUSE

It is here hereby declared and agreed that the provision of Art.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 establishment of the obligation shall be the basis of payment."

shall not apply in determining the liability under the provisions of this policy.

IMPORTANT NOTICE

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