

## I. DEFINITION OF TERMS

1. **ACCIDENT** means any unintentional act or unforeseen and unexpected event which directly causes an Injury or death.
2. **ACT OF TERRORISM** means an act, including but not limited to, the use of force or violence, atomic/ biological/ chemical weapons, weapons of mass destruction, disruption or subversion of communication and information systems infrastructure and/or the contents thereof, sabotage or any other means to cause or intended to cause harm of whatever nature and/or the threat of any of the aforementioned acts, of any person or group(s), whether acting alone or in behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
3. **ANNUAL POLICY** means a policy where the Insured can make a multiple number of Trips during the Period of Insurance.
4. **BAGGAGE** means a bag or case, excluding contents, which holds the Insured's clothing and/or personal effects during the Trip.
5. **BURGLARY** means loss or damage to property caused by Theft following upon violent and forcible entry or followed by violent and forcible exit.
6. **COMMON CARRIER** means the plane, ship, train or coach, including when going into and going out into these modes of transportation. It shall also refer to taxi, rented car with driver, bus, train during the direct route between the point of departure or arrival up to the end of the Trip.
7. **CORRECTIVE DEVICE** means a device prescribed by a Physician to prevent or correct body malfunctions or to improve body function such as but not limited to stents, filter devices, walkers and canes.
8. **DURABLE MEDICAL EQUIPMENT** means medically prescribed items of medical equipment for repeated use, owned or rented such as but not limited to crutches or wheelchairs which are placed in the home of an Insured to facilitate treatment and/or rehabilitation of Illness or Injury.
9. **EMERGENCY** means a sudden, unexpected acute medical condition which, based on the Company's Medical Director or appointed independent Physician's opinion, constitutes a serious or life threatening condition which requires immediate surgical or medical attention to avoid death or permanent and irreversible total loss of function.
10. **FAMILY MEMBER** means the Spouse, parent, child, brother or sister.
11. **GOLF EQUIPMENT** includes Golf Clubs, Golf Bags, Golf Bag Case, Golf Balls, Tees and hand-drawn or pulled Golf Carriages (other than licensed electric or motor propelled caddie cars).
12. **HIJACK** means any forced seizure of an aircraft with illegal intent.
13. **HOSPITAL** means an establishment that holds a valid license; operates primarily for the care and treatment of sick or injured persons; has a staff of one or more Qualified Medical Practitioners available at all times; provides twenty-four (24) hour nursing service and has at least one (1) registered professional nurse on duty at all times; has organized diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis; and is not, except incidentally, a clinic, nursing home, rest home, drug rehabilitation center or convalescent home for the aged, or similar institution.
14. **IMMEDIATE FAMILY MEMBER** means the Insured's Spouse and children.
15. **INJURY** means bodily injuries occurring while this Policy is in force and resulting solely from Accident.
16. **INSURED** means a person or persons named in the Policy Schedule and with respect to whom premium has been paid.
17. **MEDICALLY NECESSARY** means a treatment that is in accordance with accepted standards of medical practice and absolutely necessary to protect and enhance the health status of a patient and could adversely affect the patient's condition if omitted.
18. **MYSTERIOUS DISAPPEARANCE** means something was lost but not necessarily stolen.
19. **PERIOD OF INSURANCE** means the period of insurance coverage of the Insured co-terminus with the travel dates in accordance with the Insurance Effective Date and Insurance Termination Date Provisions.
20. **PERSONAL EFFECTS** means privately owned items normally worn on the person excluding personal gadgets (laptop, tablet, mobile phone).
21. **PHYSICIAN** means a person legally licensed to practice medicine and/or surgery other than the Insured or the Insured's Family Member.
22. **POLICY PERIOD** means the period from the Policy Effective Date to the Policy Expiry Date as stated in the Policy Schedule.
23. **POLICY SCHEDULE** means the schedule which is part of this Policy.
24. **PRE-EXISTING CONDITION** means any Sickness, disease, or other condition of the Insured or an Immediate Family Member of the Insured which during the "Look Back Period"; (a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment whether or not actual consult or treatment was done; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) was treated by a Qualified Medical Practitioner or treatment had been recommended by a Qualified Medical Practitioner.

"Look Back Period" shall mean:

- (a) the twelve (12) month period before the registered scheduled departure date for the following disabilities including their complications:
  - i. Mass / Tumor / Cyst of Internal Organs
  - ii. Hemorrhoids / Anal Fistula
  - iii. Diseased Tonsils, Adenoids and Sinus Conditions requiring surgery
  - iv. Cataract / Glaucoma
  - v. Pathological Abnormalities of Nasal Septum or Turbinates
  - vi. Goiter and other Thyroid Disorders
  - vii. Hernia / Benign Prostatic Hypertrophy
  - viii. Endometriosis
  - ix. Asthma / Chronic Obstructive Lung Disease
  - x. Epilepsy
  - xi. Spinal Column Abnormalities

- xii. Tuberculosis
  - xiii. Chronic Cholecystitis
  - xiv. Gastric or Duodenal Ulcer
  - xv. Hallux Valgus
  - xvi. Hypertension and other Cardiac / Vascular Disease
  - xvii. Calculi
  - xviii. Mass / Tumor / Cyst on Skin, Muscular Tissue, Bone or any form of Blood Dyscracias
  - xix. Diabetes Mellitus
  - xx. Collagen / Auto-Immune Disease
  - xxi. Cerebrovascular Accident / Transient Ischemic Attack;
- (b) the one hundred eighty (180) day period before the registered scheduled departure date for disabilities not stated in (a).
25. **PROSTHESIS** means an artificial extension designed to replace a missing part of the body for improving body function. This refers to missing arms, hands, artificial valves, legs, joints and fingers and other related items.
  26. **QUALIFIED MEDICAL PRACTITIONER** means a person legally authorized by the government with jurisdiction in the geographical area of his practice to render medical or surgical service, other than the Insured or the Insured's Family Member.
  27. **REASONABLE AND CUSTOMARY CHARGES** means the amount charged for treatment, supplies or medical services Medically Necessary to treat the Insured's condition; does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and does not include charges that would not have been made if no insurance existed.
  28. **ROBBERY** means the use of violence, intimidation, or force upon things to obtain the personal property of another.
  29. **SICKNESS** means any unforeseen physical condition marked by a pathological deviation from the normal healthy state while this Policy is in force.
  30. **SINGLE TRIP POLICY** means a policy where the Insured can only make a single Trip during the Period of Insurance.
  31. **SPOUSE** means the legally married spouse of the Insured.
  32. **THEFT** means when any person, with intent to gain but without violence against or intimidation of persons, nor force upon things, shall take personal property of another without the latter's consent.
  33. **THIRD PARTY** means any person other than the Insured or the causer of the Accident. It shall also exclude his Family Member, a member of the household or his partners, directors, wage-earners (including contractors and subcontractors) and persons who, de facto or by right, depend on him while acting within the scope of that dependency.
  34. **TRIP** means any travel that commences via air to and from the Usual Country of Residence or Usual Place of Residence by the Insured for which the insurance coverage commences and ceases according to Insurance Effective Date and Insurance Termination Date Provisions.
  35. **USUAL COUNTRY OF RESIDENCE** means the place of commencement of travel and is deemed to be the Republic of the Philippines.
  36. **USUAL PLACE OF RESIDENCE** means the locality in which the Insured works and lives for the majority of the year and by default should be in the Republic of the Philippines.

## II. BENEFIT PROVISIONS

### A. EMERGENCY MEDICAL TREATMENT

The Company shall reimburse the Insured all Reasonable and Customary Charges in the event of Injury or Sickness occurring during the Period of Insurance while the Insured is on a Trip, subject to the limits stated under Policy Schedule.

Covered medical expenses are services and supplies which are recommended by the attending Physician and they include:

- (a) The services of a Qualified Medical Practitioner;
- (b) Hospital confinement and use of operating room;
- (c) Anaesthetics (including administration), x-ray examinations, ancillary procedures or treatments, and laboratory tests;
- (d) Ambulance and paramedic services;
- (e) Drug medicines, and therapeutic services and supplies;
- (f) Emergency dentistry due to Accident and/or deemed Medically Necessary (applies to international travel only).

The Company will extend benefits for covered medical expenses incurred in the Usual Place of Residence upon return from the Trip, for the treatment of an Accident or Sickness which is caused by, resulting from, or incurred or contracted during the Trip. The initial treatment for such Accident or Sickness must be received during the Trip and all expenses must be incurred within thirty (30) days from the date the Insured returns to his Usual Place of Residence. For Hospital confinement, admission should also be within forty eight (48) hours after arrival and must be a continuation of medical attention sought while on the Trip. The maximum sum payable for medical treatment incurred upon return to the Usual Place of Residence is equivalent to 10% of the limit for Medical Treatment Benefit. In no event shall the total amount payable under this Section both in and out of the Usual Country of Residence exceed 100% of the limits stated in the Policy Schedule.

The Company will only be liable for the portion of the expenses in excess of the amount recoverable from such other source.

### B. PERSONAL ACCIDENT

In the event of death or loss occurring within one hundred eighty (180) days from the date of the Accident due to Injury occurring during the Period of Insurance while the Insured is on a Trip, the Company shall pay in accordance with the benefit amount stated under Policy Schedule, subject to the limits provided in the following table:

<b>Covered Loss</b>	<b>Percentage of Benefit Amount</b>
Death	100%
Disablement of both hands or both feet or sight of both eyes	100%
Disablement of one hand and one foot or either hand or foot and sight of one eye	100%
Disablement of one hand or one foot or sight of one eye	50%

“Disablement” shall mean permanent total and irrecoverable Loss of Use or entire physical loss caused by Dismemberment.

“Loss of Use” means the complete and permanent inability of the Insured to move or perform an action for which his limbs, fingers, toes or metacarpals are normally fitted or used, or for which they normally exist. It includes paralysis, which means complete and permanent inability to move as a result of neurological damage.

“Dismemberment” shall mean complete and permanent severance of any of the following: (a) hand - at the wrist; (b) foot - at the ankle joint.

The total of the benefits for any one (1) Accident resulting in any and all losses within one hundred eighty (180) days from the date of the Accident shall not exceed the benefit amount as specified under Policy Schedule.

Exposure and Disappearance:

The Company will pay the benefit stated for loss of life if the Insured’s body cannot be located within one (1) year after the forced landing, stranding, sinking or wrecking of the conveyance in which the Insured was traveling. If at any time after settlement of claims the Insured is found to be alive, all amounts so paid will be refunded to the Company.

**The following Sections shall only apply if stated under Policy Schedule.**

**C. EMERGENCY MEDICAL EVACUATION**

In the event of Injury or Sickness that is covered under the Emergency Medical Treatment Benefit occurring during the Period of Insurance while the Insured is on a Trip, and when deemed by the Company to be Medically Necessary and where the necessary medical treatment is not available, the Company shall arrange and pay for the evacuation of the Insured for in-hospital treatment to the nearest medical facility or to a medical facility in the Insured’s Usual Country of Residence where the necessary medical treatment is available. The Company shall also arrange and pay for the return of the Insured to his Usual Country of Residence or Usual Place of Residence following an emergency medical evacuation where the Insured is evacuated to a place outside the Usual Country of Residence or Usual Place of Residence for in-hospital treatment.

The means of evacuation arranged by the Company or its authorized representative may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of transportation and the final destination will be made by the Company or its authorized representative and will be based solely upon medical necessity. Covered expenses are expenses for services provided and/or arranged by the Company or its authorized representative for the transportation, medical services and medical supplies necessarily incurred as a result of an emergency medical evacuation of an Insured as described herein, subject to the limits stated under the Policy Schedule.

**D. REPATRIATION OF MORTAL REMAINS**

In the event of death due to Injury or Sickness that is covered under the Emergency Medical Treatment Benefit occurring during the Period of Insurance while the Insured is on a Trip, the Company or its authorized representative shall make the necessary arrangements and pay for the return of the Insured’s mortal remains to his Usual Place of Residence. The Company shall render assistance necessary in the transport including locating a local, licensed funeral home, mortuary or direct disposition facility to prepare the body for transport, completing all documentation, acquire all legal clearances, procuring consular services (for death overseas), obtaining death certificates, purchasing the minimally necessary casket or air transport container, as well as transporting the remains including retrieval from site of death and delivery to receiving funeral home.

**E. HOSPITAL CASH**

In the event of Injury or Sickness that is covered under the Emergency Medical Treatment Benefit, the Company shall compensate the Insured for each period of consecutive days stated under Policy Schedule, during which the Insured is admitted to a Hospital as an in-patient, subject to the limits stated under Policy Schedule.

**F. COMPASSIONATE VISIT**

In the event that the Insured is admitted to a Hospital as an in-patient for more than the number of consecutive days stated under Policy Schedule as a result of Injury or Sickness, the Company shall arrange and pay for the transfer of a person chosen by the Insured or a Family Member from the Usual Place of Residence or Usual Country of Residence of the Insured provided the following conditions are met:

- (a) The Injury or Sickness is covered under the Emergency Medical Treatment Benefit;
- (b) The Insured’s medical condition does not allow evacuation;

- (c) The Insured will be confined in the hospital for at least another five (5) days from the date he is eligible for the Compassionate Visit Benefit as determined by the attending Physician;
- (d) The Insured is on a Trip alone and no Family Member is with him at the time of hospitalization. "Alone" on a trip is defined as
  - (i) no Family Member with the same itinerary as him and
  - (ii) no Family Member is residing at the planned destination;
- (e) The Compassionate Visit is deemed necessary by the Company on medical and compassionate grounds.

The Company shall meet the cost in respect of an economy roundtrip transfer to the place of hospitalization and shall reimburse a daily cash benefit for necessary and related accommodation, meals and transportation expenses until the Insured is medically fit for discharge, subject to the Company's prior approval and limits stated under Policy Schedule. It is the responsibility of the Family Member of the Insured to meet all visa and other document requirements, if applicable. This benefit cannot be converted into cash.

## **G. CARE OF MINOR CHILDREN**

In the event that the Insured is admitted to a Hospital as an in-patient for more than the number of consecutive days stated under Policy Schedule, as a result of Injury or Sickness that is covered under the Emergency Medical Treatment Benefit occurring during the Period of Insurance while the Insured is on a Trip accompanied by a minor child, and there is no adult to accompany the minor child, and when deemed necessary by the Company on compassionate grounds, the Company shall arrange and meet the cost in respect of an economy roundtrip transfer of one (1) adult Family Member from the Usual Place of Residence or Usual Country of Residence of the Insured to accompany the minor child, and shall reimburse a daily cash benefit for necessary accommodation, meals and transportation expenses subject to the Company's prior approval and limits stated under Policy Schedule.

### **EXCLUSIONS APPLICABLE TO THE FOLLOWING SECTIONS IN ADDITION TO THE GENERAL EXCLUSIONS:**

**Emergency Medical Treatment (Benefit A)**

**Personal Accident (Benefit B)**

**Emergency Medical Evacuation (Benefit C)**

**Repatriation of Mortal Remains (Benefit D)**

**Hospital Cash (Benefit E)**

**Compassionate Visit (Benefit F)**

**Care of Minor Children (Benefit G)**

This Policy does not provide insurance under Benefit Provisions A to G for the following:

- (a) Pregnancy or childbirth or any of its complications, miscarriage and abortion;
- (b) Pre-Existing Conditions;
- (c) Suicide or attempted suicide or intentional self-inflicted Injury;
- (d) Treatment of Sexually Transmitted Diseases (STD's), Human Immunodeficiency Virus (HIV), and HIV-related diseases or Acquired Immune Deficiency Syndrome (AIDS) and AIDS-related complex (ARC);
- (e) Treatment for obesity, weight reduction or weight improvement;
- (f) Medical care in the Insured's Usual Country of Residence except as provided in the list of covered medical expenses and services;
- (g) Any medical treatment received during a Trip which was made for the purpose of receiving medical treatment or if the Trip was undertaken while the Insured was unfit to travel;
- (h) Any expense arising from the absorption by the Insured of any drugs, medications, or treatments not prescribed by a Physician;
- (i) Administration costs or reports of any kind or any other charges of a non-medical nature in connection with the provision and/or performance of medical supplies and/or services;
- (j) Any claim arising from the influence of alcohol characterized by a blood alcohol level of the Insured equal to or superior to that fixed by the laws regulating the use of automobiles;
- (k) Any claim relating to
  - a. auto racing and any other form of racing other than on foot;
  - b. bungee jumping, contact sports, motorcycling, parasailing, polo playing, skydiving, hang gliding, parachuting, paragliding or gliding, flying other than as a fare-paying passenger on a duly licensed commercial aircraft, rock or mountain climbing, non-recreational diving or sport diving, scuba diving, or any other hazardous activity;
  - c. participation in any professional sports, competition and preparatory or training;
  - d. participation in competition or tournaments organized by sporting federations or similar organizations; unless declared to and accepted by the Company through an endorsement.
- (l) Any claim arising from the Insured's flying as a fare-paying passenger in or on any aircraft that does not belong to an airline company not duly registered and agreed for the transport of fare-paying passengers on regular and published scheduled routes;
- (m) Treatment resulting from the Insured taking part in a brawl or in inciting a brawl;
- (n) Treatment of mental or emotional disorders;
- (o) Experimental or investigative procedures;
- (p) Any experimental procedure or procedures that are not accepted as standard medical procedures including but not limited to chiropractic, acupuncture, herbal medicine, alternative medicine and other similar procedure or treatment;
- (q) Cosmetic surgery, apart from reconstructive surgery required by a covered Accident;
- (r) Expenses incurred in rest homes including but not limited to physiotherapy, detoxification and psychoanalytical treatment;
- (s) Rehabilitation treatments;
- (t) Ophthalmological care, eye glasses, contact lenses, hearing aids, dental care and dentures, unless they are the direct consequence of a covered Accident;

- (u) Care provided by a chiropractor or an osteopath;
- (v) Any form of artificial implant permanent or otherwise, prosthetic devices, graft, Durable Medical Equipment and Corrective Devices;
- (w) Non-Emergency medical check-ups;
- (x) Executive check-ups or routine medical examinations or check-ups, or confinement purely for diagnostic purposes, hearing test or any service or treatment deemed by the Company as unnecessary to the physical or mental condition involved;
- (y) Vaccinations and their complications;
- (z) Epidemics declared by the government.

This Policy does not provide insurance under Personal Accident (Benefit B) for murder, assault or any such attempt, unless these

- 1) Shall not have been provoked by the Insured;
- 2) Shall not have happened while the Insured is a) engaging in political activities, or b) performing investigative, security or political function, or c) holding any elective governmental position;
- 3) Shall not have occurred in any of the geographical areas listed in the Policy Schedule including any of their cities, towns, barrios, and barangays, whether these are known by other names or renamed and/or included in another region by the government.

#### **H. EMERGENCY TRIP CANCELLATION**

The Company shall pay for the unused and non-refundable travel fare and/or accommodation expenses paid in advance by the Insured and for which the Insured is legally liable and which are not recoverable from any other source consequent upon the cancellation of the Trip. The cancellation of the Trip must occur within 30 days before the date of the commencement of the Trip and must be due to any of the following:

- (a) Death or serious Injury or Sickness or compulsory quarantine of the Insured or Insured's Family Member, parent-in-law, business partner or co-director who is a resident in the Insured's Usual Country of Residence;
- (b) Unexpected outbreak of strike, riot, or civil commotion at the planned destination arising out of circumstances beyond the control of the Insured;
- (c) Serious damage to the Insured's principal residence from fire, flood or similar natural disaster (typhoon, earthquake, etc.) within one (1) week from the departure date which requires the Insured's presence on the premises on the departure date;
- (d) Natural catastrophe at the planned destinations (earthquake, flood, hurricane, tornado, tsunami and other similar events);
- (e) Witness summons or jury service.

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 Trip.

#### **I. EMERGENCY TRIP TERMINATION**

The Company shall pay for the unused and non-refundable portion of the travel fare and/or accommodation expenses paid in advance by the Insured in the event of Emergency Trip Termination, subject to the limits stated under Policy Schedule. Emergency Trip Termination shall mean abandonment of the planned Trip by return to the Usual Place of Residence after arrival at the booked destination as shown on the booking invoice. The Emergency Trip Termination must be due to any of the following:

- (a) Insured's death, Injury, or Sickness;
- (b) Hijack;
- (c) Death, serious Injury or Sickness of the Insured's Family Member, parent-in-law, business partner or co-director who is a resident in the Insured's Usual Country of Residence;
- (d) Unexpected outbreak of strike, riot, or civil commotion at the planned destination arising out of circumstances beyond the control of the Insured;
- (e) Serious damage to the Insured's principal residence from fire, flood or similar natural disaster (typhoon, earthquake, etc.);
- (f) Natural catastrophe at the planned destinations (earthquake, flood, hurricane, tornado, tsunami and other similar events).

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 Trip.

#### **EXCLUSIONS APPLICABLE TO THE FOLLOWING SECTIONS IN ADDITION TO THE GENERAL EXCLUSIONS:**

##### **Emergency Trip Cancellation (Benefit H)**

##### **Emergency Trip Termination (Benefit I)**

This Policy does not provide insurance under Benefit Provisions H to I for the following:

- (a) Any cancellations resulting from Civil or Foreign war, riots, popular movements, terrorist acts;
- (b) Pre-Existing Conditions of the Insured, the Insured's Immediate Family Member, parent-in-law, business partner or co-director who is a resident of the Insured's Usual Country of Residence;
- (c) Any effect of a source of radioactivity, epidemics & infectious diseases, pollution and climatic events.
- (d) Any loss caused directly or indirectly by government regulations or control, bankruptcy, liquidation or default of travel agencies, or carrier caused cancellation.

## **J. FLIGHT DELAY**

In the event that the Insured's flight is delayed, the Company shall pay the Insured an amount for each number of consecutive hours stated and subject to the limits stated under the Policy Schedule.

The Flight Delay must be due to any of the following:

- (a) Any severe weather conditions;
- (b) Natural catastrophes;
- (c) Strike or other job action by employees of the airline on which Insured is scheduled to travel;
- (d) Equipment failure of the aircraft on which Insured is scheduled to travel;
- (e) Operational requirements, technical failure or mechanical fault of the airport facility.

Flight Delays due to air traffic congestion and scheduled runway closure are excluded.

## **K. MISSED DEPARTURE**

In the event that the Insured arrives at the departure point shown on the original itinerary too late to commence his scheduled Trip, the Company shall pay in accordance with the benefit amount stated under Policy Schedule if the Missed Departure is as a result of any of the following:

- (a) the bus, ship, or train in which the Insured is travelling is delayed. The delay should be supported by an official irregularity report from the bus line, shipping line or rail authority;
- (b) the vehicle in which the Insured is travelling being involved in an accident or breakdown, or being delayed as a result of a major accident on a motorway. In the event of a claim due to vehicle breakdown or a road accident, the Insured must obtain a police or roadside assistance report;
- (c) any severe weather conditions and/or natural catastrophes making it impossible to travel to the outbound departure point.

Benefits will not be provided:

- a. if sufficient time has not been allowed for the Insured's journey in order to meet the check-in time specified by the airline or agent;
- b. if the Insured is not travelling directly to the departure point;
- c. Any costs claimed under Flight Delay and Emergency Trip Cancellation section.

This section does not apply to Trips within the Philippines

## **L. FLIGHT DIVERSION**

In the event that the Insured's flight is diverted which results in delay of his arrival for more than six (6) consecutive hours from the scheduled arrival time specified in the original itinerary, the Company shall pay the Insured for each number of consecutive hours stated and subject to the limits stated under the Policy Schedule.

The Flight Diversion must be due to any of the following:

- (a) Any severe weather conditions;
- (b) Natural catastrophes;
- (c) Strike or other job action by employees of the airline on which Insured is scheduled to travel;
- (d) Equipment failure of the aircraft on which Insured is scheduled to travel;
- (e) Operational requirements, technical failure or mechanical fault of the airport facility.

Flight Diversions due to airport congestion and scheduled runway closure are excluded.

This section does not apply to Trips within the Philippines.

## **M. HIJACK**

In the event that the Insured's flight is delayed from the time specified in the itinerary supplied to the Insured as a result of any Hijack, the Company shall pay the Insured for each twenty-four (24) consecutive hour delay, subject to the limits stated under Policy Schedule.

## **N. MISSED CONNECTING FLIGHT**

In the event that the Insured misses his scheduled onward connecting flight at the transfer point due to the late arrival of the incoming flight and no alternative onward transportation is made available, the Company shall pay the Insured for each number of consecutive hour delay stated under Policy Schedule.

The late arrival of the incoming flight must be due to:

- (a) Any severe weather conditions;
- (b) Natural catastrophes;
- (c) Strike or other job action by employees of the airline on which Insured is scheduled to travel;
- (d) Equipment failure of the aircraft on which Insured is scheduled to travel;

(e) Operational requirements, technical failure or mechanical fault of the airport facility.

Missed Connecting Flights due to airport congestion and scheduled runway closure are excluded.

#### **O. AUTOMATIC EXTENSION OF POLICY**

In the event the Insured's scheduled return journey to his Usual Country of Residence or Usual Place of Residence is delayed due to: (a) the Insured being hospitalized overseas for a covered Sickness or Injury, or (b) reasons stated under Benefits J to N, the Company shall extend the Period of Insurance free of charge for up to the number of days specified under the Policy Schedule.

#### **P. BAGGAGE DELAY**

The Company shall pay the Insured in the event that the Insured's check-in Baggage has been delayed, misdirected, or temporarily misplaced from the time of the arrival at the destination for more than the number of consecutive hours specified under Policy Schedule, subject to the limits stated under Policy Schedule.

Benefits will not be provided:

- (a) For claims not declared to an official airline personnel as soon as knowledge of the late Baggage arrival, and wherein a Property Irregularity Report must be obtained;
- (b) For delays as a result of detention or confiscation by custom or other officials;
- (c) When the Baggage delay occurs on the return Trip to Insured's Usual Place of Residence;
- (d) For purchases made after the delivery of Insured's Baggage by the air carrier.

In no event shall the Company pay for any claims arising from the same loss under the section for Baggage Delay, Loss of Baggage and Damage to Baggage.

#### **Q. LOSS OF BAGGAGE**

The Company shall pay for loss of the Insured's Baggage, clothing and personal effects during the Trip, subject to the limits stated under Policy Schedule and subject to the following conditions:

- (a) The amount payable in respect of any one item shall not exceed the limits stated under Policy Schedule. The Policyholder shall furnish a list of the content including the estimated price and date of purchase of each item, as well as the settlement of the compensation payment by the carrier;
- (b) The Company shall make payment subject to due allowance of wear and tear and depreciation in respect of articles more than one (1) year old;
- (c) Loss must occur:
  - a. While the Baggage or personal effects is/are in the possession of hotel staff or a Common Carrier and proof of such loss must be obtained in writing from the hotel management or the Common Carrier management and such proof must be provided to the Company, or;
  - b. As the result of Theft, Robbery or Burglary of the Baggage or the personal effects from the Insured provided that such loss must be reported to the police having jurisdiction at the place of the loss no more than twenty four (24) hours from the incident. Any claim must be accompanied by written documentation from such police.

The Company will compensate only the portion that is not covered by the AIRLINE BAGGAGE LIMIT OF LIABILITY as set by the airline. The sum of the Company and airline compensation should not exceed the maximum limit specified in the Policy Schedule.

#### **R. DAMAGE TO BAGGAGE**

The Company shall pay the amount specified under Policy Schedule for any damage to the Insured's Baggage during the Trip provided that proof of such damage must be obtained in writing from the hotel management or the Common Carrier management and such proof must be provided to the Company.

The Insured can only claim from one of the benefits under the section for Baggage Delay, Loss of Baggage and Damage to Baggage for the same loss.

#### **S. LOSS OF PERSONAL GADGET**

The Company shall pay the Insured for loss of hand carried personal gadget (laptop, tablet, mobile phone) due to Theft, Robbery or Burglary while in the care, custody and control of the Insured. The Insured shall be required to make a written report with the hotel management, if applicable, and the police authorities in the location where the Theft, Robbery or Burglary has occurred no later than twenty-four (24) hours after the incident.

The Company shall not be liable for more than the sub-limit amount stated under Policy Schedule.

#### **EXCLUSIONS APPLICABLE TO THE FOLLOWING SECTION IN ADDITION TO THE GENERAL EXCLUSIONS:**

**Baggage Delay (Benefit P)**

**Loss of Baggage (Benefit Q)**

**Damage to Baggage (Benefit R)**

**Loss of Personal Gadget (Benefit S)**

This Policy does not provide insurance under Benefit Provisions P to S for the following properties:

- (a) Animals;
- (b) Documents, identity papers, credit and payment cards, transport tickets, cash, traveller's cheque(s) stocks and securities;
- (c) Jewellery and keys;
- (d) Skis, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except while checked-in as Baggage with a registered Common carrier;
- (e) automobiles and automobile equipment, motorcycles, trailers and caravans, boats, motors and other means of transport (including accessories);
- (f) Equipment for professional use;
- (g) Musical instruments, objects of art, antiques, collector's items, furniture;
- (h) Eye glasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges;
- (i) Perishables and consumables;
- (j) Baggage sent in advance or souvenirs and articles mailed or shipped separately;
- (k) Hired or leased equipment;
- (l) Business goods or samples;
- (m) Data recorded on tapes, cards, disc or otherwise.

Benefits will not be provided for any loss resulting in whole or in part from:

- (a) Wear and tear or gradual deterioration;
- (b) Insects or vermin;
- (c) Inherent vice or damage;
- (d) Confiscation by order of any government or public authority;
- (e) Seizure of destruction under quarantine or custom regulation;
- (f) Transporting contraband or illegal trade;
- (g) Mysterious Disappearance;
- (h) Breakage of brittle or fragile articles, cameras, computers (including software and accessories), musical instruments, radios, and similar property;
- (i) In respect of loss or damage arising from delay or confiscation or detention by customs or other official.

#### **T. LOSS OR DAMAGE TO GOLF EQUIPMENT**

The Company shall pay the Insured for the Theft, Robbery or Burglary of or damage to the Golfing Equipment belonging to the Insured during the course of an Insured's Trip provided such loss is reported to the police authorities having jurisdiction at the place of the loss no later than twenty-four (24) hours after the incident.

The Company shall not be liable, in whole or in part, directly or indirectly, for:

- (a) Loss or damage to golf balls whilst actually in the course of play or practice;
- (b) Loss of or damage to wear and tear or damage due to any process of repair or while having worked upon resulting therefrom;
- (c) Loss of or damage resulting from willful act or negligence of the Insured;
- (d) Loss of or damage arising from confiscation or retention by customs or other officials;
- (e) Accidental breakage of the golf clubs during the course of play or practice.

The maximum amount payable for any Theft, Robbery, Burglary or damage to the Golf Equipment shall not exceed the limits stated under Policy Schedule.

#### **U. LOSS OF PERSONAL MONEY**

The Company shall pay the Insured, subject to the limits stated under Policy Schedule, if the Insured sustains loss of cash, signed traveller's cheque(s) or money order as a direct result of Theft, Robbery or Burglary during the Trip provided such loss is reported to the police authorities having jurisdiction at the place of the loss no later than twenty-four (24) hours after the incident.

#### **V. LOSS OF TRAVEL DOCUMENTS**

The Company shall reimburse the Insured, subject to the limits stated under Policy Schedule, for the cost of reasonable additional hotel, travel and communications expenses necessarily incurred in the country or countries visited in obtaining the replacement of a lost passport or visa, provided always that the 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 and the Company within twenty-four (24) hours of the discovery.

#### **W. PERSONAL LIABILITY**

The Company shall pay the Insured in respect of legal liability occurring during the Trip, subject to the limits stated under Policy Schedule and shall be the aggregate limit for all losses incurred during the Period of Insurance. Included within this same limit are all costs and expenses incurred with the written consent of the Company in connection with the defense of claims against the Insured which may be the subject of any indemnity under this coverage.

The Personal Liability must be a result of:

- (a) Death or accidental bodily Injury to a Third Party;
- (b) Accidental loss or damage to the property of a Third Party.

#### **EXCLUSIONS APPLICABLE TO THE FOLLOWING SECTIONS IN ADDITION TO THE GENERAL EXCLUSIONS:**



## Personal Liability (Benefit W)

This Policy does not provide insurance under Benefit Provision W for the following:

- (a) Any deliberate and wrongful damage or harm caused by the Insured;
- (b) Any willful, malicious, or unlawful act by the Insured;
- (c) Any non-pecuniary loss;
- (d) Liability arising directly or indirectly by or through or in connection with any mechanically propelled vehicle, aircraft or watercraft when the Insured is the owner, driver or pilot thereof or if the person having custody or control of such pilot or person is a servant, agent or person for whom he is legally responsible;
- (e) Any damage caused by animals owned or kept by the Insured or by persons for whom he is legally responsible;
- (f) Any liability resulting from Insured's practice of his profession or trade or liability attaching to the Insured by reason of an express term of any contract;
- (g) Damage caused by or to buildings or parts of buildings owned, rented or occupied by the Insured;
- (h) Any claim arising from the Insured being insane or under the influence of or affected by drugs, (other than drugs prescribed by a licensed Physician) intoxicating liquor, or solvents;
- (i) Liability for which indemnity is provided under any other contract of insurance in the name of the Insured.

## X. STAFF REPLACEMENT

In the event of Hospital confinement of the Insured due to Injury or Sickness that is covered under the Emergency Medical Treatment Benefit or evacuation as covered under Emergency Medical Evacuation, the Company or its authorized representative will put at the disposition of the Insured an economy round-trip ticket or railway ticket for a replacement employee designated by the Insured to continue the Insured's mission, as well as pay for any reasonable additional hotel accommodation necessarily incurred, subject to the limits stated under Policy Schedule. In no event shall the Company pay for any claims arising from the same loss under Staff Replacement, Emergency Trip Cancellation and Emergency Trip Termination.

Only the aforementioned transport tickets arranged by the Company or its authorized representative are covered under this Policy

## III. GENERAL EXCLUSIONS

No indemnifications will be provided for any loss arising (in whole or in part) from any of the following:

- (a) Civil or Foreign war whether declared or not;
- (b) Insured's participation in any act of Civil or Foreign war, Acts of Terrorism or sabotage, riots, public demonstrations, strikes and lock-outs;
- (c) Any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by the Insured if that Insured is a terrorist, a member of a terrorist organization, a narcotic trafficker, or a purveyor of nuclear, chemical or biological weapons;
- (d) Any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by the Insured(s) in view of kidnap and/or ransom incidents;
- (e) Any unlawful act, or criminal proceedings of the Insured or any person on whom the Trip plans depend, other than witness summons, jury service or compulsory quarantine of the Insured;
- (f) Government regulations or control;
- (g) Disinclination to travel or financial circumstances of the Insured;
- (h) Failure to notify travel agent/tour operator or provider of transportation or accommodation immediately after it is found necessary to cancel or curtail the travel arrangement;
- (i) Expenses for a service not approved and arranged by the Company or its authorized representative, except that this exclusion shall be waived in the event the Insured or his traveling companions cannot for reason beyond their control notify the Company or its authorized representative during an emergency situation;
- (j) Any loss that is covered by any other existing insurance scheme, Health Maintenance Organizations (HMO), government programs or which will be paid or refunded by a hotel, airline, travel agent for any other travel and/or accommodation;
- (k) Travel in, to or through countries and provinces as stated in the Policy Schedule;
- (l) Any expenses incurred for services provided by another party for which the Insured is not liable to pay, or any expenses already included in the cost of a scheduled Trip;
- (m) Suicide or attempted suicide of the Insured or the Insured injuring himself deliberately or putting himself in danger unless trying to save a human life;
- (n) Any claim occurring in any of the geographical areas listed in the Policy Schedule including any of their cities, towns, barrios, and barangays, whether these are known by other names or renamed and/or included in another region by the government.
- (o) Any claim involving the Insured taking part in manual labor in connection with business or trade, missionary and humanitarian work and related travel. Manual labor shall mean physical or manual hazardous activities including but not limited to driving vehicles, use of machinery, loading and unloading, working at heights or in confined spaces, assembly of machinery, working on floating or underwater platforms, mines or quarries, use of mechanical substances, laboratory work of any kind and any other hazardous activities;
- (p) Any liability as a result of force majeure that the Company is unable to put into effect any of the benefits in this Policy.

## IV. GENERAL PROVISIONS

### 1. ENTIRE CONTRACT

This Policy, the Application of the Policyholder, all endorsements and duly specified attachments, including any benefit rider and individual applications, shall constitute the Entire Contract. The provisions of this Policy shall apply to all attachments in this Policy.

Any provision of this Policy that is inconsistent with the provisions of an attachment shall be superseded by the provisions of that attachment. The provisions of an attachment shall apply only to that attachment and not to any other part of this Policy, unless specified otherwise. In any attachment, the term "Policy" shall refer to this Travel Insurance Policy.

All statements made by the Policyholder or by the Insured shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used as a defense to a claim or used in any contest unless a copy of the instrument containing such statement is furnished to such Policyholder or Insured.

## **2. INSURANCE EFFECTIVE DATE**

Coverage under this Policy with respect to all benefits stated under Policy Schedule, except Emergency Trip Cancellation, shall commence two (2) hours before the Insured's scheduled departure time. For Trips made via domestic connecting flight, coverage shall continue to take effect while the Insured is in the terminal premises at the transfer point.

For Emergency Trip Cancellation, coverage takes effect upon acceptance and approval of application and receipt of premium payment.

## **3. INSURANCE TERMINATION DATE**

Coverage under this Policy with respect to all benefits stated under Policy Schedule shall cease on whichever of the following occurs first:

- (a) The Policy Expiry Date specified in the Policy Schedule;
- (b) The Insured's return to his Usual Place of Residence or employment, whichever occurs first;
- (c) Two (2) hours after the actual time of flight arrival in the last destination in his Usual Country of Residence as stated in the itinerary.

For one-way Trips from the Usual Place of Residence or Usual Country of Residence, Insurance Termination Date shall be:

- (a) four (4) days from the Insurance Effective Date  
or
- (b) two (2) hours after the actual time of flight arrival in the last destination as stated in the itinerary,

whichever occurs first

## **4. CONTROLLING LAW**

Under this contract, the Company elects as its domicile its head office at 108 Paseo de Roxas, Legazpi Village, Makati City, Philippines. The contracting parties declare that they will submit to the jurisdiction of the Philippine courts and waive any proceedings in any other country.

## **5. LEGAL ACTIONS**

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

## **6. MEDIATION**

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

## **7. COMPLYING WITH POLICY CONDITIONS**

The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by an Insured and the truth of the statements and answers in any proposal and/or application and of evidence required from an Insured in connection with this insurance shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## **8. CUMULATIVE INSURANCES**

If at the time of occurrence of any loss, except in respect of the Personal Accident coverage, there is other valid and collectible insurance in place, the Company will be liable only for the excess of the amount of loss, over the amount of such other insurance, and any applicable deductible. If at the time of any loss the Insured has more than one Travel Insurance Policy, only one Travel Insurance Policy will respond to a claim filed by the same Insured.

## **9. EXCEPTIONAL CIRCUMSTANCES**

The Company or its authorized representatives cannot be held liable for delays in the execution of services in the event of strikes, riots, any Act of Terrorism or sabotage, civil or foreign war, release of heat or irradiation coming from the splitting of nuclei of atoms, radioactivity, other accidents or cases of natural events. All interventions by the Company or its authorized representatives are conducted within the context of the national and international laws and regulations and are dependent on the necessary authorizations being obtained from the competent authorities.

## **10. ARBITRATION**

All differences as to the amount of any loss or damage covered by this Policy shall be referred to the decision of an arbitrator to be appointed by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be

appointed in writing by each of the parties within 30 days after having been required in writing to do so by either of the parties or in case of disagreement between the arbitrators, to the decision of an umpire to be appointed in writing by the arbitrators before entering on the reference and an award by the arbitrators or umpire shall be a condition precedent to any right of action against the Company only in cases of differences as to amount of liability actually arising out of this Policy.

#### **11. SUBROGATION**

If the Company has paid a claim which may be recoverable from a Third Party, the Company shall be subrogated to all the rights of recovery of the beneficiary or Insured against any person, organization or entities. The beneficiary of Insured shall execute and deliver such instruments and documents or perform whatever actions necessary to secure such rights. The beneficiary or Insured shall take no action after the loss that will prejudice the rights of recovery of subrogation.

#### **12. TRADE EMBARGO**

The Company is not liable to make any payments for liability under any coverage sections of this Policy or make any payments under extension for any loss of claim arising in, or where the Insured or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the Company, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the Policy.

It is further understood and agreed that no benefits or payment will be made to any beneficiary (ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Company, its parent company or its ultimate controlling entity.

#### **13. NOTICE OF LOSS**

In case of hospitalization or medical emergency the Insured, a person traveling with him, or the treating medical authority or institution must contact the Company or its authorized representative immediately to verify coverage and arrange the appropriate medical care. In case of bodily injury or death written notice of claim must be given to the Company within 30 days after a covered loss begins or as soon as reasonably possible. Notice should include the Insured's name and the policy number. If the Insured's property covered under this Policy is lost or damaged, the Insured must notify the police or other authority in the case of Theft, Robbery or Burglary within 24 hours. All certificates, information and evidence required by the Insurer shall be furnished in English. An Insured Individual shall, at the request and expense of the Insurer, submit to a medical examination whenever such is deemed necessary. In addition the Insurer shall have the right to require a post mortem, where this is not forbidden by law.

#### **14. PROOF OF LOSS**

Written proof of loss including original policy/certificate, original receipts, invoices and all other relevant documents must be furnished to the Company within 60 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim provided such proof is furnished as soon as reasonably possible and not later than one (1) year from the time proof is otherwise required.

#### **15. PHYSICAL EXAMINATION & AUTOPSY**

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

#### **16. TO WHOM PAYABLE**

In the event of death of the Insured, benefit is payable to his beneficiary designated as such and filed with the Company. If more than one beneficiary is designated and no specification is made as to the respective interests of the beneficiaries, the beneficiaries shall share the benefit equally. If no beneficiary is filed, then the beneficiary shall be the first surviving class of the following classes of beneficiaries in successive preference: the Insured's (1) widow or widower, (2) child/children, (3) parents, (4) brothers and sisters; otherwise, (5) the Insured's estate. All other benefits of this Policy are payable to the Insured, except under Section of Emergency Medical Evacuation and Section of Repatriation of Mortal Remains, if any, where benefits will be paid directly to the provider of service as indicated in those sections.

In the event the Insured is a minor, incompetent, or otherwise unable to give a valid release for the claim, the Company may make arrangements to pay claims to the Insured's legal guardian, committee or other qualified representative.

#### **17. REFUND AND CANCELLATION**

The Company will not allow any cancellation once this Policy has been issued.

No notice of cancellation shall be effective unless it is based on the occurrence on one or more of the following:

- (a) non-payment of premiums;
- (b) conviction of crime arising out of acts increasing the hazards insured against;
- (c) discovery of fraud or material misrepresentation;
- (d) determination by the Insurance Code Commissioner that the continuation of this Policy would violate or would place the Company in violation of the Insurance Code.

All notices of cancellation shall be in a form agreed, mailed or delivered to the Insured at the address shown under Policy Schedule, and shall state which of the grounds set forth in this provision is relied upon.

The Company shall allow the cancellation of this Policy upon written request of the Insured for non-issuance or denial of visa application or for other reasons approved by the Company. The amount of refund shall be the premium less any applicable cancellation fee at the time of the cancellation. Notice of cancellation must be given to the Company prior to the Effective Date specified in the Policy Schedule. Failure to submit such notice within the time required shall forfeit the refund of premium.

#### **18. RENEWAL CONDITION**

A written notice shall be sent to the Insured 45 days prior to Annual Policy Expiration Date. The Company's acceptance of premium shall constitute its consent to renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid. The Company reserves the right to change, from time to time, the table of rates applicable to premiums thereafter becoming due under this Policy.

#### **19. MISSTATEMENT OF AGE**

No coverage shall be provided in the event that the age of the Insured has been misstated. Insured is not eligible for coverage and shall be limited to the refund, upon written request.

#### **20. RIGHT OF RECOVERY**

In the event any authorization of payment and/or payment is made by the Company for a claim which is not covered under this Policy, the Company reserves the right to recover the said sum from the Insured or beneficiary.

#### **21. FRAUD**

Any statement made by the Insured in the Application, which is an intentional misstatement of fact and constitutes fraud shall give the Company the right to terminate this Policy and all insurance coverage herein.

If any claim under this Policy is, in any respect, fraudulent or if any fraudulent means or devices are used to obtain any benefit from this Policy, the Company shall be under no liability in respect of such claim and shall be entitled to terminate this Policy.

#### **22. FITNESS TO TRAVEL**

At the time of effecting this insurance the Insured must be fit to travel and not be aware of any circumstances which can lead to cancellation or disruption of the particular Trip, otherwise any claim filed will be invalidated.

#### **23. AGE LIMIT**

Insured must be at least fourteen (14) days old but not more than eighty-five (85) years old on the Policy Effective Date.

#### **24. ASSIGNMENT**

No assignment of interest under this Policy shall be binding upon the Company unless and until the original or a duplicate thereof is filed at the Home Office of Pioneer Insurance & Surety Corporation, Pioneer House Makati, 108 Paseo de Roxas, Legazpi Village, Makati City 1229, Philippines. The Company does not assume any responsibility for the validity of an assignment. No change of beneficiary under this Policy shall bind the Company, unless consent thereto is formally endorsed herein by an executive officer of the Company. No provision of the charter, constitution or by-laws of this Company shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

#### **25. COMPLIANCE WITH POLICY PROVISIONS**

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

#### **26. ARTICLE 1250 NEW CIVIL CODE WAIVER CLAUSE**

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

#### **27. FREE-LOOK PERIOD**

If the Insured is not completely satisfied with this Policy, he may return it to the Insurer within the Free-Look Period, together with a written notice, signed by the Insured, requesting cancellation in which case premiums paid will be refunded.

If the Policy Period is more than six (6) months, the Free-Look Period is fifteen (15) calendar days from the receipt of this Policy. If the Policy Period is less than six (6) months but more than thirty (30) days, the Free-Look Period is five (5) calendar days from the receipt of this Policy. There is no Free-Look Period if the Policy Period is thirty (30) days or less.

No refund can be made if:

- (a) the request for cancellation is received by the Insurer after the commencement of any Trip.
- (b) the request for cancellation must not be made due to visa denial, in which case, the amount of refund is subject to the Refund and Cancellation Provision.
- (c) a claim has been incurred and submitted to the Insurer.

This Policy is deemed received by the Insured when it is delivered at his residence and received by a person of suitable age and discretion then residing therein or at his office or regular place of business, with some competent person in charge thereof. If sent by mail, the Policy shall be deemed received by the Insured within ten (10) days from the date of mailing. If sent via electronic means, the Policy shall be deemed received on the date it is sent to the e-mail address registered with the Insurer.