

## AGE EXTENSION ENDORSEMENT

Attached and forming part of : \_\_\_\_\_

Date of Issue : \_\_\_\_\_

Place Issued : \_\_\_\_\_

Notwithstanding anything to the contrary contained in the Terms and Conditions of the Travel Shield Insurance ePolicy herein referred to as the Policy, IT IS HEREBY DECLARED AND AGREED that the eligibility age of the Insured must "at least two-weeks old but not more than seventy-five (75) years old" on the Effective Date of Insurance is amended effective on January 1, 2021 to read as follows:

Definitions, Item 17, Page 2

"Eligibility" means to be eligible for cover under this Policy, the Insured must be a resident of the Republic of the Philippines, "at least two (2) weeks old but not more than eighty (80) years old" on the Effective Date of Insurance.

Definitions, Item 21, Pages 2-3

"Immediate Family Member" means the Spouse, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, niece, nephew, uncle, aunt, stepchild, grandparent or grandchild or any other individual known to the Insured who may provide the necessary assistance; "provided such person is at the relevant time not more than eighty (80) years of age".

General Conditions Under the Policy, Age Limitation, Page 25

If at the Effective Date of this Policy or at the commencement of the period of Insurance stated in the Certificate of Insurance, "the age of the Insured at nearest birthday is more than eighty (80) years, this Policy or Certificate of Insurance issued to the Insured shall be void" and Prudential Guarantee shall be liable only for the return of the premiums actually paid on it.

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THIS POLICY SHALL REMAIN UNCHANGED.

\_\_\_\_\_  
Conforme of Insured

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Position

*As approved by the Insurance Commission with reference number 2021-0145.*

## TRAVEL SHIELD INSURANCE POLICY

In consideration of the statements in the Policy application or other acceptable means of enrolment, which shall be the basis of this contract and whose original copy or proof is filed with PRUDENTIAL GUARANTEE AND ASSURANCE, INC. (hereinafter called "PGA" and "Prudential Guarantee") and made a part of this Policy, the payment of premium in advance and subject to all the exclusions, provisions and other terms of this Policy, Prudential Guarantee hereby insures the persons named (hereinafter called the "Insured") against loss indicated as covered in the Schedule of Benefits occurring during the term of this Policy.

IN WITNESS WHEREOF, Prudential Guarantee has caused this Policy to be executed and commenced on the Effective Date stated in the Policy Schedule, provided that no Insurance shall be in force unless the Policy Schedule or Travel Itinerary Page is signed by an authorized representative of the Company.

### DEFINITIONS

1. **"Accident"** as referred to in the definition of Bodily Injury, means a sudden, unforeseen and fortuitous event.
2. **"Accidental Death"** means death occurring as a result of an injury.
3. **"Annual Policy"** means a policy issued for the selected plan where the Insured(s) is covered or travelling for three hundred sixty five (365) consecutive days to the selected destination.
4. **"Annual Multi Trip Policy"** means a policy issued for a selected plan where the Insured(s) can make an unlimited number of Trips to the selected destination of travel during the Period of Insurance.
5. **"Application"** means the application for this Policy which forms an integral part hereof.
6. **"Authorized Company"** means the medical assistance company appointed from time to time by Prudential Guarantee.
7. **"Benefit Amount"** means the respective amount, as stated in the Policy Schedule, Confirmation of Insurance and/or Certificate of Insurance, payable by Prudential Guarantee under the terms and conditions of this Policy in respect of each event or loss covered by this Policy.
8. **"Bodily Injury or Injury"** means Accidental Bodily Injury occurring while this Policy is in force, resulting solely, directly and independently of all other causes from an Accident caused by external, violent and visible means.
9. **"Certificate of Insurance"** means the individual certificate of insurance issued to the Policyholder to be given to the Insured. It describes in general the insurance protection to which the Insured is entitled but shall not, however, form part of the contract by and between Prudential Guarantee and the Policyholder. In the event of discrepancy between the provisions of such certificate and this Policy, the provisions of this Policy shall prevail.
10. **"Common Carrier"** means any bus, coach, ferry, ship, taxi, train, tram or train provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; any helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers provided that such helicopter is operating only between established commercial airports and/or licensed commercial heliports; and any fixed-wing aircraft provided and operated by an airline company which is duly licensed for the regular transportation of fare-paying passengers.
11. **"Confined" or "Confinement"** means confinement for a continuous uninterrupted period in a Hospital as a Resident In-patient upon the advice of and under the regular care and attendance of a Physician.
12. **"Damage"** means the physical destruction of inanimate objects.

13. **"Date of Endorsement"** means the day, month and year stated on any subsequent endorsement that is issued by Prudential Guarantee to be the effective date of any amendment or endorsement to the terms and conditions of this Policy.
14. **"Dependent Children"** means the Insured's unmarried dependent children, including stepchildren or legally adopted children, who are aged two-weeks old to eighteen (18) years old or, who are over eighteen (18) years old to twenty-one (21) years old in case they are full-time students at an institution of higher learning and are primarily dependent upon the Insured for maintenance and support.
15. **"Domestic Trip"** means a trip within the territorial limits of the Republic of the Philippines, which is undertaken by the Insured and which destination is beyond one hundred fifty (150) kilometers from the limits of his normal place of residence or place of business wherever the trip commenced when traveling by land or sea, or which shall require at least one round trip air travel to and from the planned domestic destination.
16. **"Effective Date"** means the date on which insurance under this Policy commences as stated in the Policy Schedule.
17. **"Eligibility"** means to be eligible for cover under this Policy, the Insured must be a resident of the Republic of the Philippines, at least two-weeks old but not more than eighty (80) years old on the Effective Date of Insurance.

Subject to the Insured being covered, there shall also be eligible for cover his:

- a. Legal Spouse who is a resident of the Republic of the Philippines, at least eighteen (18) years of age and not more than eighty (80) years of age on the Effective Date of Insurance;
  - b. Dependent Children who are residents of the Republic of the Philippines.
18. **"Expiry Date"** means the date on which insurance under this Policy expires or ends as stated in the Policy Schedule.
19. **"Family Policy"** means a policy covering the Insured and:
- a. his Spouse and a maximum of four (4) Dependent Children and/or Relatives who will receive one hundred percent (100%) of the Benefit Amounts as stated in the Policy Schedule, except in Personal Accident Benefit where each Dependent Child or Relative will receive twenty five percent (25%);
  - b. five (5) Dependent Children or Relatives who will receive one hundred percent (100%) of the Benefit Amounts as stated in the Policy Schedule, except in Personal Accident Benefit where each Dependent Child or Relative will receive twenty five percent (25%);
20. **"Hospital"** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a license as a hospital and meets the following requirements:
- a. operates primarily for the reception, care and medicare and treatment of sick, ailing or injured persons as in-patients;
  - b. provides full-time nursing service by and under the supervision of a staff of Nurses;
  - c. has a staff of one or more Physicians available at all times;
  - d. maintains organized facilities for the medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the established;
  - e. is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is other than a place for alcoholics or drug addicts; and
  - f. shall not include the following:
    - i. a mental institution; an institution confined primarily to the treatment of psychiatric disease including sub normal; the psychiatric department of a hospital.
    - ii. a place for the aged; a rest home; a place for drug addicts or alcoholics.
    - iii. a health hydro or nature cure clinic; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or nursing, convalescent, rehabilitation, extended-care facility or rest home.
21. **"Immediate Family Member"** means the Spouse, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, niece, nephew, uncle, aunt, stepchild, grandparent or grandchild or any other individual known to the Insured who may

provide the necessary assistance; provided such person is at the relevant time not more than eighty (80) years of age.

- 22. **"Insured"** means such person or persons who come within the description of Insured contained in the Policy Schedule and with respect to whom premium has been paid or agreed to be paid.
- 23. **"International Trip"** means a trip outside the territorial limits of the Republic of the Philippines, which is undertaken by the Insured.
- 24. **"Itinerary Page"** means the document issued by an authorized representative which contains the passenger, flight and insurance details.
- 25. **"Limb"** includes a hand or foot.
- 26. **"Limit"** means the amount set forth in the Specific Conditions or, where applicable, in the Special Conditions of the policy, and which represents the maximum value of the compensation for each of the guarantees.
- 27. **"Loss"** means any event whose consequences are totally and partially covered by the guarantees of this Policy.

With respect to hands and feet, actual severance through or above wrist or ankle joints; with respect to eyes, entire and irrecoverable loss of sight; with respect to thumb and index finger, actual severance through or above metacarpophalangeal joints, and in each case caused by an Accidental Injury. This term shall not include loss of use of a part of the body.

- 28. **"Loss of Hearing"** means permanent irrecoverable and complete loss of hearing.
- 29. **"Loss of Sight"** means the total and irrecoverable loss of all sight of an eye which is beyond remedy by surgical or other treatment.
- 30. **"Loss of Speech"** means the disability in articulating any three of the four sounds which contributes to speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or the total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.
- 31. **"Loss of Use"** means, with respect to a part of the body, the complete inability of the part of the body to function as a result of an Injury sustained on that part.
- 32. **"Medical Necessary Expenses"** means expenses sustained by Injury or Sickness incurred by the Insured from a legally qualified medical practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, x-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire.
- 33. **"Overseas"** means anywhere outside the Republic of the Philippines.
- 34. **"Period of Insurance"** means the period of individual insurance coverage of the Insured as stated in the Policy, Certificate of Insurance and/or Certificate of Insurance.
- 35. **"Permanent Loss"** means:
  - a. Physical severance or total loss of the use of a Limb having lasted twelve (12) consecutive months and at the expiry of that period is beyond hope of improvement;
  - b. Irrecoverable loss of all sight in an eye;
  - c. Entire and irrecoverable loss of hearing;
  - d. Entire and irrecoverable Loss of the ability to speak; and in each case caused by an Accidental Injury.
- 36. **"Permanent Total Disability"** means disablement, which having lasted for at least twelve (12) consecutive months, will, in all probability, entirely prevent the Insured from engaging in gainful employment of any and every kind for the remainder of his life.
- 37. **"Physician"** means a physician or surgeon duly licensed and practicing within the scope of their license pursuant to the laws of the Republic of the Philippines and shall not include the Insured or his Spouse or any of his Immediate Family Members unless approved by Prudential Guarantee.
- 38. **"Policyholder"** means the policy owner of this Policy.
- 39. **"Policy"** means this document, the Application and the Policy Schedule describing the insurance contract between the Insured and Prudential Guarantee. It shall also include, after this Policy has taken effect, any amendment, rider, clause, warranty, endorsement or any other document attached to this

Policy and which has been endorsed by an authorized executive officer of Prudential Guarantee and countersigned by the Policyholder.

40. **"Policy Schedule"** means the schedule attached to this Policy.
41. **"Pre-Existing Condition"** means condition for which an Insured has been diagnosed, received medical advice, consultation, treatment or prescribed drugs by currently a licensed Physician or surgeon prior to the Effective Date of such Insured's Policy. "Condition" as used herein means any specific injury, disease or infirmity requiring medical treatment, advice or medication, including all underlying or related conditions.
42. **"Premium"** means the price of the insurance that the Policyholder must pay Prudential Guarantee in consideration for the coverage of the risks provided for him/her by the latter, the receipt for which will include, moreover, the surcharges and taxes legally applicable.
43. **"Resident In-patient"** means an Insured whose Confinement is as a resident bed patient and whose Confinement is covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.
44. **"Relatives"** shall be taken to refer solely to spouses, common-law partners, children, parents, grandparents, grandchildren, siblings, and parents-in-law, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law of the Insured, save specific provisions of each Cover or Guarantee. Likewise, the Insured's legal guardians shall be included in this definition.
45. **"Robbery"** means the appropriation and taking of another's personal property by violence or intimidation to persons, or violence to things.
46. **"Schedule Departure Date"** means the date on which the Insured is scheduled to depart as set out in his travel ticket.
47. **"Schedule of Benefits"** means the table of benefits, which is incorporated in and forms part of this Policy.
48. **"Serious Injury or Serious Sickness"** means Injury or Sickness that causes Permanent Total Disability of Insured, which is certified as such by the attending Physician.
49. **"Sickness"** means any illness or disease of the Insured occurring during a Trip but does not include a terminal condition of the Insured diagnosed prior to the commencement date of the Trip, or any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends:
- a. has received daily medical treatment or medication in the thirty (30) days immediately prior to commencement date of the Trip; or
  - b. has been hospitalized or has undergone surgery (or was on a waiting list for hospitalization or surgery) in the six (6) months immediately prior to the commencement date of the Trip.
50. **"Single Trip Policy"** means a policy issued for the selected plan where the Insured(s) can only make a single Trip to the selected destination of travel during the Period of Insurance.
51. **"Skyjacking"** means any seizure or exercise of control by force or violence or threat of force or violence, of an aircraft.
52. **"Spouse"** means the legally married spouse of the Insured.
53. **"Strike"** means organized industrial action or any temporary stoppage of work by the concerted action of the Common Carrier's employees or airport's employees as a result of an industrial or labor dispute.
54. **"Third Party"** means any natural or legal person other than:
- a. The Policyholder, the Insured or the causer of the Accident;
  - b. The spouses, ascendants or descendants of the persons listed in the previous subsection;
  - c. The relatives of the people listed in the subsection (a) above who live with them;
  - d. The partners, directors, wage-earners (including contractors and subcontractors) and persons who, de facto or by right, depend on the people listed in the first subsection, while acting within the scope of the dependency.
55. **"Trip"** means any trip made by the Insured which commences five (5) hours before the Insured's scheduled departure time and ceases five (5) hours after scheduled time of arrival, on the date stated in

the Policy Schedule or Certificate of Insurance or any subsequent endorsements issued by Prudential Guarantee to amend the travel dates as requested by the Policyholder or Insured.

56. **“Unforeseen Circumstances”** means adverse weather conditions, act of God, mechanical breakdown or derangement of the aircraft, the Insured is denied boarding due to over-booking of the scheduled flight, or the inability to travel back to country of residence due to Sickness or Bodily Injury sustained by the Insured during the Trip.

#### EFFECTIVE AND TERMINATION DATES OF INDIVIDUAL INSURANCE

All benefits, except Trip Cancellation, commence five (5) hours before the Insured's scheduled departure time and cease five (5) hours after scheduled time of arrival back to the usual place of residence for Domestic Travel and the Philippines for International Travel, on the date stated in the Policy Schedule or Certificate of Insurance or any subsequent endorsements issued by Prudential Guarantee to amend the travel dates as requested by the Policyholder or Insured.

For Trip Cancellation, the benefit takes effect upon acceptance and approval of the application or enrolment and receipt of premium payment.

Period up to a maximum of 180 consecutive days per trip depending on the chosen Single Trip Policy or for Annual Policies a total of 90, 120 or 180 days per trip for annual multi trips or 365 consecutive days depending upon the plan bought by Insured.

#### LIMITS OF COVERAGE:

1. The conditions to cover Annual and Single Trip Policies shall be as follows (and if not met shall result in the Insured, Insured Spouse and Insured Dependent Children not being covered for the Trip in question):
  - a. For both Annual Policies and Single Trip Policies, Dependent Child shall only be covered if he is accompanied by the Insured or the Spouse on a Trip.
  - b. For Annual Policies, Dependent Relatives shall only be covered if she is accompanied by the Insured on a Trip.
  - c. For Annual Policies, the Spouse shall be covered for any Trip made independently of the Insured. For Single Trip Policies, the Insured Spouse shall only be covered for a Trip if the Insured is also making a Trip to the same destination (whether or not they travel together) within the Period of Insurance.
2. For the avoidance of doubt, if by operation of this clause, the Insured Spouse and/or Insured Dependent Children or Relatives are not covered for the Trip in question, there shall be no refund or reduction of premium.
3. Any cover under this Policy in respect of an Insured shall terminate on the earliest of the following events:
  - a. Upon the expiry of any Period of Insurance during which the Insured ceases to satisfy any of the eligibility requirements set out herein;
  - b. Upon the death of the Insured.
4. Unless otherwise provided in an appropriate endorsement, the Insured shall only be covered:
  - a. If this Policy is an Annual Policy: for the first ninety (90), one hundred twenty (120), one hundred eighty (180) per trip for Annual multi trips or three hundred sixty five (365) consecutive days depending on the plan bought by the Insured.
  - b. If this Policy is a Single Trip Policy: up to a maximum of one hundred eighty (180) consecutive days of any Trip or up to the date stated in the Certificate of Insurance, and Prudential Guarantee shall not be liable in respect of any loss occurring after 12.01 a.m. on the one hundred eighty first (181st) or day after the commencement of any Trip.



## DESCRIPTION OF BENEFITS

### SECTION 1: MEDICAL NECESSARY EXPENSES BENEFIT

Prudential Guarantee shall pay directly to the Authorized Company, or its authorized representative, the expenses for medical attention and treatment which the Insured incurred while on a Trip, up to the Benefit Amount stated in the Policy Schedule for Injury or Sickness suffered by the Insured solely and independently of any other causes. Prudential Guarantee shall also pay directly to the Authorized Company, or its authorized representative, the medical attention and treatment which the Insured incurred upon return from the Trip provided that the Insured is confined to a Hospital directly as a result of Injury or Sickness suffered on a Trip. Initial treatment for such Injury or Sickness must be received during the Trip and all Medical Necessary Expenses must be incurred within thirty (30) days from the date the Insured returns to his residence. Admission to a Hospital must be within twelve (12) hours after arrival from a Trip and must be a continuation of medical attention sought while on a Trip. The maximum sum payable incurred upon the return to the place, up to and including ten percent (10%) of the maximum benefits stated for Medical Expense. In no event shall the total amount payable under this Section exceed one hundred percent (100%) of the Benefit Amount stated in the Policy Schedule.

If the Insured is admitted into a hospital as an inpatient or suffers from any medical emergency situation, the Insured or someone on his behalf must contact Prudential Guarantee's hotline or contact number upon occurrence of the claim or prior to the discharge of the Insured.

### SECTION 2: EMERGENCY AND ACCIDENTAL DENTAL EXPENSES

Prudential Guarantee shall pay directly to the Authorized Company, or its authorized representative, the expenses for strictly necessary emergency dental treatment of natural teeth only for the immediate relief of pain and not occasioned by the previous deteriorated state of the teeth, gums or jaws up to the limit provided in the Benefit Amount stated in the Policy Schedule.

In case of dental treatment of natural teeth necessary solely as a result of an accident which also caused bodily injury necessitating medical treatment and not occasioned by the previous deteriorated state of the teeth, gums or jaws, Prudential Guarantee will pay for the cost up to the limit provided in the Benefit Amount stated in the Policy Schedule.

Crowned teeth, crowns, bridges, dentures, etc. are not to be understood as natural teeth.

### SECTION 3: EMERGENCY MEDICAL EVACUATION AND REPATRIATION BENEFIT

#### Emergency Medical Evacuation

If, during the Period of Insurance, whilst the Insured is on a Trip and as a result of Bodily Injury or Sickness and if in the opinion of the Authorized Company, or its authorized representative, it is judged medically appropriate to move the Insured to another location for medical treatment, or to return the Insured to his place of residence, the Authorized Company, or its authorized representative, shall arrange for evacuation utilizing the means best suited to do so based on the medical severity of the Insured's condition. Prudential Guarantee shall pay directly to the Authorized Company, or its authorized representative, the covered expenses for such evacuation up to the Benefit Amount as stated in the Policy Schedule. The means of evacuation arranged by the Authorized 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 Authorized Company or its authorized representative, and will be based solely upon medical necessity.

### **Repatriation of Mortal Remains**

If, during the Period of Insurance, whilst the Insured is on a Trip and as a result of Bodily Injury or Sickness, the Insured dies, the Authorized Company, or its authorized representative, shall make the necessary arrangements for the return of the Insured's mortal remains to his place of residence. Prudential Guarantee shall pay directly to the Authorized Company, or its authorized representative, the covered expenses for such repatriation up to the Benefit Amount as stated in the Policy Schedule. In addition to the transportation of the remains, Prudential Guarantee shall reimburse to the Insured's estate expenses actually incurred for services and supplies provided by a mortician or undertaker, including but not limited to the cost of a casket, and the embalming and cremation if so elected, subject to the Benefit Amount as stated in the Policy Schedule.

### **SECTION 4: DAILY HOSPITAL CONFINEMENT CASH BENEFIT**

If, during the Period of Insurance, whilst the Insured is on a Trip, the Insured is necessarily Confined in a Hospital as a result of Bodily Injury or Sickness, Prudential Guarantee will pay the Insured the relevant Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Policy. The Hospital Confinement Daily Cash Benefit shall be paid for each complete day (24 hours) of Confinement from the first day of Confinement and for a period of not exceeding twenty (20) days for all such Confinement consequent upon Bodily Injury resulting from any one Accident or series of Accidents occurring in connection with or arising out of one event or Sickness and provided that this benefit shall be payable only if the following conditions are met:

- (i) Confinement must occur within thirty (30) days of the Accident causing the relevant Bodily Injury; and
- (ii) Confinement must be considered medically necessary by a Physician in his professional capacity.

### **SECTION 5: COMPASSIONATE VISIT BENEFIT**

If, during the Period of Insurance, whilst the Insured is on a Trip, the Insured is confined in a Hospital domestic or Overseas for more than five (5) consecutive days and his medical condition forbids evacuation and no adult member of the Insured's family is with him, Prudential Guarantee will indemnify the Insured for hotel accommodation and travel (economy return air travel) expenses necessarily incurred for one (1) Immediate Family Member, Relative or authorized representative who on written advice of a Physician, is required to visit and stay with the Insured until the Insured is medically fit to be discharged, up to the relevant Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Policy.

### **SECTION 6: RETURN OF MINOR CHILDREN BENEFIT**

If, during the Period of Insurance, whilst the Insured is on a Trip, the Insured or Spouse is Confined in a Hospital Overseas or is deceased and there is no other adult to accompany the Insured's minor Dependent Children home, Prudential Guarantee will indemnify the Insured for hotel accommodation and travel (economy air travel) expenses necessarily incurred for one (1) Immediate Family Member or a next of kin residing in the Philippines to accompany the Insured's minor Dependent Children back to Philippines, up to the relevant Benefit Amount as stated in the Policy Schedule subject to the terms and conditions of this Policy.

### **ADDITIONAL EXCLUSIONS APPLICABLE TO:**

**Medical Necessary Expenses Benefit (Section 1), Emergency and Accidental Dental Expenses (Section 2), Emergency Medical Evacuation and Repatriation (Section 3), Daily Hospital, Confinement Cash Benefit (Section 4), Compassionate Visit Benefit (Section 5), Return of Minor Children Benefit (Section 6)**



Sections 1-6 of this Policy do not cover Loss or Injury, and Prudential Guarantee will not in any event be liable in respect of any claim under Sections 1-6, occurring, caused by, resulting from or contributed to by the following:

- a. While the Insured is riding or traveling on a motorcycle;
- b. Any claims involving participation by the Insured or the Insured traveling companion in hunting, racing (other than on foot), polo playing, hang gliding, bungee jumping, sports in a professional capacity, mountaineering or rock climbing using ropes or guides, scuba diving, skiing, snowboarding or any snow related activities,, abseiling, ballooning, parachuting, paragliding or gliding;
- c. Miscarriage, pregnancy or any of its complications, abortion;
- d. Suicide or attempted suicide or intentional self-inflicted injury
- e. The Insured not taking all reasonable efforts to safeguard his property or to avoid any Injury or minimize any claim under this Policy;
- f. While the Insured is taking part in a brawl or taking part in inciting a brawl;
- g. From the absorption by the Insured of any drugs, medications or treatments not prescribed by a Physician;
- h. Any medical treatment received during the Trip which was made for the purpose of receiving medical treatment or if the Trip was undertaken while the Insured was unfit to travel;
- i. Experimental or investigative procedures;
- j. Action of the Insured while under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind. The term "under the influence of alcohol" means that the Insured's blood/alcohol level was equal to or superior to that fixed by the law/s regulating the use of automobile, based on the results of a blood test.
- k. Any Pre-Existing Conditions;
- l. AIDS or any injury or sickness commencing in the presence of a zero-positive test for HIV, and HIV-related disease;
- m. Mental and nervous disorders, including but not limited to insanity;
- n. Venereal disease;
- o. Cosmetic surgery, apart from reconstructive surgery required by a covered Accident;
- p. Any treatment or surgical operation for congenital deformities and circumcision;
- q. Treatment arising from any geriatric, psycho-geriatric or psychiatric condition, stress, anxiety and depression, psychoanalytic treatment, stays in rest homes, physiotherapy and detoxification, care provided by a chiropractor or osteopath;
- r. Vaccinations and their complications;
- s. Ophthalmological care, eyeglasses, contact lenses, hearing aids, dental care (unless such treatment is necessarily incurred to sound and natural teeth) and dentures, unless they are the direct consequence of a covered Accident;
- t. Treatment for obesity, weight reduction or weight improvement;
- u. Any expenses incurred for transportation, accommodation or 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; or
- v. Any expenses for a service not approved and arranged by the Authorized Company, or its authorized representative, except that Prudential Guarantee reserves the right to waive this exclusion in the event the Insured or his traveling companions cannot for reasons beyond their control notify the Authorized Company, or its authorized representative, during an emergency medical situation. In any event, Prudential Guarantee reserves the right to reimburse the Insured only for those expenses incurred for services which the Authorized Company, or its authorized representative, would have provided under the same circumstances and up to the limits indicated in the Policy Schedule.

## SECTION 7: PERSONAL ACCIDENT BENEFIT

If, during the Period of Insurance, whilst the Insured is on a Trip and as a result of an Accident, the Insured sustains Injury and it causes Accidental Death or Permanent Total Disability or causes the Insured to receive continuous medical treatment as a Resident In-patient in a Hospital and loss of life occurs later because of such Injury, Prudential Guarantee will pay compensation in accordance with the Benefit Amount as stated in the Policy Schedule, subject to the limits provided in the table below:

**Maximum payable : Total Permanent Disablement 100%**

		% INDEMNITY		
<b>Head and nervous system</b>				
• Complete mental derangement	100	• Total mutism with impossibility of emitting coherent sounds	70	
• Maximum expression of epilepsy	60	• Ablation of the lower jaw	30	
• Total blindness	100	• Grave disorders in the articulations of both jawbones	15	
• Loss of one eye or the sight thereof, where the other had previously been lost	70	<b>Spine</b>		
• Loss of one eye, while conserving the other, or reduction of binocular vision to 50%	25	• Paraplegia	100	
• Operated bilateral traumatic cataract	20	• Quadriplegia	100	
• Operated unilateral traumatic cataract	10	• Mobility limitations as a result of vertebral fractures, without neurological complications or grave deformations of the spine: 3 percent for each vertebra affected, up to a maximum of.....	20	
• Total deafness	50	• Barré-Lieou syndrome	10	
• Total deafness in one ear, having previously lost hearing in the other	30	<b>Thorax and Abdomen</b>		
• Total deafness in one ear	15	• Loss of a lung or a reduction to 50 percent of lung capacity	20	
• Total loss of sense of smell or taste	5	• Nephrectomy	10	
		• Enterostomy	20	
		• Splenectomy	5	
		<b>Upper Limbs</b>		
• Amputation of an arm at the level of, or above, the elbow	65	• Amputation of an arm from the articulation of the humerus	100	
• Amputation of an arm below the elbow	60	• Total amputation of any other finger or two joints thereof	5	
• Amputation of a hand at the level of, or below, the wrist	55	• Total amputation of any other finger or two joints thereof	5	
• Amputation of four fingers of a hand	50	• Total loss of movement of a shoulder	25	
• Amputation of a thumb	20	• Total loss of movement of an elbow	20	
• Total amputation of an index finger or two joints thereof	15	• Total paralysis of the radial, cubital or median nerve	25	
		• Total loss of movement of a wrist	20	

#### **Pelvis and Lower Limbs**

• Total loss of movement of a hip	20	• Shortening of a leg by 5 cm or more	10
• Amputation of a leg above the knee	60	• Total paralysis of the external popliteal sciatic nerve	15
• Amputation of a leg, while conserving the knee	55	• Total loss of movement of a knee	20
• Amputation of a foot	50	• Total loss of movement of an ankle	15
• Partial amputation of a foot, while conserving the heel	20	• Serious walking difficulties subsequent to the fracture of one of the heel bones	10
• Amputation of a big toe	10		
• Amputation of any other toe	5		

#### **The following persons are not eligible under the Personal Accident cover of this Policy:**

- a. Persons over the maximum insured age (per respective travel plans) at the moment of the insurance underwriting.
- b. Minors may only be insured if there is a written authorization signed by their legal guardian/s. In any case, the Accidental Death coverage cannot be taken out for children under 18 years of age or disabled unless they travel under the family plan (as applicable).
- c. Those who have not given their written consent, save where their interest in the policy may be assumed for some other reason.
- d. Insured intending to travel more than the maximum allowable trip duration per travel plan, non-residents in the country and those who have initiated the trip prior to insurance underwriting.
- e. Insured travelling for work reasons (paid or otherwise), undertaking physical or manual hazardous activities such as: driving vehicles with 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.

The occurrence of any specific Loss for which indemnity is payable under this Section to an Insured shall at once terminate this Policy for such Insured, but such termination shall be without prejudice to any other claim originating from the Accident causing such Loss. In case indemnity for more than one Loss is payable under this Section, only the Loss entitled to the greatest amount under this Section shall be paid.

#### **SECTION 8: ACCIDENT BURIAL BENEFIT**

Prudential Guarantee will reimburse the cost of burial expenses to be incurred, if the Insured dies due to Accident during the Period of Insurance. The Benefit Amount payable is up to the limit as stated in the Policy Schedule, Confirmation of Insurance or Certificate of Insurance.

**ADDITIONAL EXCLUSIONS APPLICABLE TO:**

**Personal Accident Benefit (Section 7), Accident Burial Benefit (Section 8)**

1. The Company does not cover the consequences originated or produced by the following:
  - a. Bad faith on the part of the Insured or those intentionally caused by the same, save where the damage was sustained in order to avoid something worse.
  - b. Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, a typical cyclonic storms, falling objects from space and aerolites, and in general, any extraordinary atmospheric, seismic or geological phenomenon.
  - c. Fall of sideral bodies and meteorites.
  - d. Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity.
  - e. Accidents caused by the Insured's participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions.
  - f. Accidents suffered as a result of being inebriated or under the effect of drugs, toxics or narcotics. Inebriation shall be taken to mean when the blood alcohol level is greater than 0.50 grams per 1.000 cubic centimetres, or the Insured is fined or convicted for this cause.
  - g. Intoxication or poisoning from the consumption of foodstuff.
  - h. Infectious diseases, such as sleeping sickness, malaria, Paludism, yellow fever and, in general, illnesses of any kind, fainting fits, syncope, strokes, epilepsy or epileptiforms and caused by any kind of loss of consciousness as a result of an accident as the latter is defined in these General Conditions.
2. The consequences of accidents that occurred prior to the coming into force of this insurance are also excluded, despite the fact that they become apparent during its lifetime, as well as the consequences or after-effects of an accident covered which become apparent after the three hundred and sixty five (365) days subsequent to the date on which it occurred.
3. Unless expressly included in the Private or Special Conditions and subject to payment of the relevant surcharge premium, the consequences of the following are excluded from the guarantee object of this contract:
  - a. Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, hot air ballooning, free falling, gliding, skiing, snowboarding or any snow related activities, and, in general, any sport or recreational activity that is notoriously dangerous.
  - b. Participation in competitions or tournaments organized by sporting federations or similar organizations.
  - c. The use, as a passenger or crew, of means of air navigation not authorized for the public transport of travellers, as well as helicopters.
  - d. Accidents due to a physical or manual risk activity (paid or not) such as: driving of vehicles, use of machinery, loading and unloading, work in heights/levelling or confined locations, assembly of machinery, undertaking work on floating or underwater / sub-aquatic platforms, mines or quarries, use of chemical substances, laboratories of any kind, and any other dangerous activities.
4. Accident benefits are not guaranteed when they are brought about by:
  - a. Accidents as a consequence of a risky undertaking in which the Insured has recklessly endangered his or her life or body, unless this risky undertaking was reasonably necessary for legitimate self or attempts to save himself or herself, others, animals or goods.
  - b. Accidents which arise as a consequence of a sickly condition or as a consequence of the Insured's bodily or physic abnormalities, unless these circumstances are a result of an accident for which Insurer was obliged to pay indemnification under this insurance.

- c. Psychic affections, as a result of any cause, unless medically determinable as a direct result of brain damage caused by the accident.
- d. Hernia inguinalis (rupture), lumbago, ruptured intervertebral disk (hernia nuclei pulposi), tendovaginitis crepitans, periarthritis humeroscapularis, tennis-elbow (epicondylitis lateralis), or golfer's-arm (epicondylitis medialis).
- e. Injuries and diseases that are the result of surgical interventions or medical treatments not brought about by an accident covered by the policy; as well as diseases of any nature (including those of infectious origin), infarcts, cardiovascular episodes, epilepsy attacks and loss of mental faculties, except where produced by an accident.
- f. The consequences of medical treatment, which the Insured has undergone, without there being any link with an accident covered under the policy making this treatment necessary.
- g. Damage caused during the course of strikes.

### AGGRAVATION OF THE RISK

Throughout the contract period, the Policyholder or the insured must inform the Insurance Company, as soon as possible, of any and all circumstances that increase the risk and are of such a nature that, had the latter been aware of the same at the inception of the contract, it would not have entered into this contract or it would have concluded it with more onerous conditions.

The following are deemed aggravating circumstances:

- a. **A change of the insured's activity or occupation, even where this is temporary, that implies a greater possibility of accidents with respect to the situation declared.** Domestic work or repairs carried out on a non-profit basis shall not be considered on this.
- b. **Permanent incapacity of disability and chronic diseases suffered by the Insured as a result of events not covered by this Policy.**

### OBLIGATIONS IN CASE OF LOSS

The Insured is duly obligated, save for some justified reason, to agree to an examination by the doctors the Insurance Company may designate, where it deems this necessary in order to complete the reports furnished, and, at the Company's expense, attend the corresponding medical facilities for said examination.

The Policyholder, the Insured, or where appropriate, the beneficiaries shall be obligated to furnish the Company with all manner of information the latter may require in order to adequately judge the case, in relation to the circumstances or state of health of the Insured prior to the occurrence of the loss incident.

**The Insured shall be responsible for any injury that, through their acts or omissions, may be cause to the Company in its right to subrogation.**

The actions arising from this insurance contract shall prescribe after five (5) years, as from the date on which they may be exercised.

### SECTION 9: TRIP CANCELLATION BENEFIT

Prudential Guarantee will pay the Trip Cancellation Benefit equivalent to the forfeited/non-refundable payments or deposits made by the Insured up to the Benefit Amount as stated in the Policy Schedule if a Trip is cancelled due to any of the following instance occurring prior to the scheduled date of departure:

- a. due to Bodily Injury, Serious Sickness or Accidental Death of the Insured
- b. due to Bodily Injury, Serious Sickness or Accidental Death of the Insured's Immediate Family Member

- c. Serious damage caused by fire, explosion, robbery in his/her usual place of residence in the Home Country or the Insured's owned or rented business premises, which render them uninhabitable or under serious risk of greater damage in the absence of the Insured's presence.

Coverage will only be valid if the travel insurance was bought at least three (3) days prior to the Insured's date of departure and provided that the Insured has no knowledge of any unforeseeable circumstance that will possible lead to cancellation of the trip.

#### **SECTION 10: TRIP CURTAILMENT BENEFIT**

Prudential Guarantee will pay the Trip Curtailment Benefit if a Trip is interrupted due to:

- a. Insured's medical practitioner certifying that he/she is unfit to continue with the original itinerary
- b. Bodily Injury, Serious Sickness or Accidental Death of the Insured
- c. Bodily Injury, Serious Sickness or Accidental Death of the Insured's Immediate Family Member
- d. Serious damage caused by fire, explosion, robbery in his/her usual place of residence in the Home Country or the Insured's owned or rented business premises, which render them uninhabitable or under serious risk of greater damage in the absence of the Insured's presence.

In either case, Prudential Guarantee will pay for:

- a. the forfeited/non-refundable payments or deposits made by the Insured up to the Benefit Amount stated in the Policy Schedule; or
- b. additional transportation and accommodation expenses incurred by the Insured from the place that the Insured left the Trip to the place that the Insured may rejoin the Trip up to the Benefit Amount stated in the Policy Schedule.

However, the benefits payable under (b) above will not exceed the cost of an economy airfare ticket (or first class airfare ticket, if the Insured's original tickets were first class) by the most direct route, less any refund or settled claims.

Coverage will only be valid if the travel insurance was bought at least three (3) days prior to the Insured's date of departure and provided that the Insured has no knowledge of any unforeseeable circumstance that will possible lead to cutting short of the trip. The Insured or a representative must contact immediately Prudential Guarantee's hotline or contact number upon knowledge of any of the events happening above.

#### **ADDITIONAL EXCLUSIONS APPLICABLE TO:**

##### **Trip Cancellation Benefit (Section 8), Trip Curtailment Benefit (Section 9)**

Sections 8 and 9 of this Policy do not cover Loss or Injury, and Prudential Guarantee will not in any event be liable in respect of any claim under Sections 8 or 9, occurring, caused by, resulting from or contributed to by the following:

- a. Pregnancy and its complications;
- b. Pre-Existing Conditions;
- c. Illnesses or disorders of a psychological nature, nervous depression, mental illness, sexually-transmitted disease, AIDS, HIV infections and AIDS-related infections;
- d. Suicide, attempted suicide or intentionally self-inflicted injury;
- e. Failure to obtain required vaccinations before departure;
- f. Travel arrangements interrupted by an airline, cruise line or tour operator, or an organized labor strike that affects public transportation;
- g. Changes in plans by the Insured or an Immediate Family Member for any reason;
- h. Financial circumstances of the Insured or an Immediate Family Member;



- i. Any business or contractual obligations of the Insured or an Immediate Family Member;
- j. Default by the person, agency or tour operator from whom the Insured bought his coverage or purchased his travel arrangements;
- k. Any government regulations or prohibitions;
- l. Loss or expense incurred as the result of Bodily Injury or Sickness of an Insured or an Immediate Family Member which manifests itself during the sixty (60) days immediately preceding the Period of Insurance. A Sickness has manifested itself when:
  - i. medical care or treatment has been given; or
  - ii. there exists symptoms which would cause a reasonably prudent person to seek diagnostic care or treatment;
- m. Prudential Guarantee will not pay for any loss caused directly or indirectly by government regulations or control, bankruptcy, liquidation or default of travel agencies, or common carrier-caused cancellation or interruption; or
- n. Prudential Guarantee will not pay for any loss that is covered by any other existing insurance, government program or which will be paid or refunded by a hotel, travel agent or any other provider of travel and/or accommodation.

#### **SECTION 11: FLIGHT/TRAVEL DELAY BENEFIT**

In the event that the originally scheduled Philippine departing and incoming Common Carrier flight is delayed for at least six (6) consecutive hours for Domestic Trip and for at least twelve (12) consecutive hours for International Trip, from the time specified in the itinerary supplied to the Insured due to inclement weather, equipment failure or Strike or other job action by the employees of the Common Carrier, Prudential Guarantee will pay the Insured for costs of additional expenses such as transport, hotel accommodation, meals and other necessary expenses for each full applicable hours of delay up to the Flight/Travel Delay Benefit Amount as stated in the Policy Schedule.

#### **SECTION 12: AIRCRAFT SKYJACKING BENEFIT**

If during a Trip and on an aircraft the Insured is prevented from reaching his scheduled destination as a result of aircraft Skyjacking, that lasts for a period of at least six (6) consecutive hours for Domestic Trip and for at least twelve (12) consecutive hours for International Trip, Prudential Guarantee will pay the Insured the Aircraft Skyjacking Benefit Amount as stated in the Policy Schedule for every six (6)-hour period or twelve (12)-hour period, as the case may be, that the Skyjacking continues.

#### **SECTION 13: FLIGHT MISCONNECTION BENEFIT**

In the event the Insured misses his confirmed onward connecting scheduled flight whilst Overseas at the transfer point due to the late arrival of the Insured's incoming confirmed connecting scheduled flight and no alternative onward transportation is made available to the Insured within twelve (12) consecutive hours after the actual arrival time of his incoming flight, Prudential Guarantee will pay the Insured for costs of additional expenses such as transport, hotel accommodation, meals and other necessary expenses for each consecutive twelve (12)-hour delay up to the the Benefit Amount as stated in the Policy Schedule.

#### **SECTION 14: LOSS OR DAMAGE OF BAGGAGE AND PERSONAL EFFECTS BENEFIT**

Prudential Guarantee will pay for all direct loss or damage to the Insured's baggage and personal effects within the baggage, up to the Loss or Damage of Baggage and Personal Effects Benefit Amount as stated in the Policy Schedule, during the Trip, subject to the following conditions:

- a. the baggage or personal effects must be in the possession of the hotel staff or the 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 Prudential Guarantee, or

- b. if loss or damage is the result of the forceful taking of the baggage or personal effects by way of violent means or the threat of violence, 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.

Prudential Guarantee will pay for loss or damage to the Insured, as follows:

- a. The amount payable in respect of any one item shall not exceed the Loss or Damage of Baggage and Personal Effects Benefit Amount as stated in the Policy Schedule, subject to a maximum amount per item as stated in the Policy Schedule.
- b. Prudential Guarantee may make payment or at its own option reinstate or repair as it may select in respect of articles not older than one (1) year.
- c. Prudential Guarantee may make payment or at its own option reinstate or repair subject to due allowance of wear and tear and depreciation in respect of articles of more than one (1) year.

The minimum period of time that must elapse for the luggage to be considered to have been lost once and for all will be that stipulated by the Common Carrier, with a minimum of twenty one (21) days.

The Insured cannot claim under both Loss or Damage of Baggage and Personal Effects Benefit and Baggage Delay Benefit for any one (1) Trip.

Valuable articles, money, jewelry, debit and credit cards, and any type of document are excluded from this benefit except when declared and paid under the optional cover for specific/itemized valuable articles.

#### **SECTION 15: LOSS OF PERSONAL MONEY BENEFIT**

Should the Insured whilst Overseas suffer or experience a loss of cash or banknotes in his possession, Prudential Guarantee shall pay up to the Benefit Amount as stated in the Policy Schedule to compensate for actual loss provided such loss is reported to the police having jurisdiction at the place of the loss no more than twenty-four (24) hours after the incident, and provided always that Prudential Guarantee shall not be liable for the first Philippine Peso One Thousand Only (Php 1,000.00) of cash or banknote which is lost by the Insured. Any claim must be accompanied by written documentation from the police. The Insured must take every possible safeguard to ensure the security of his cash or banknote.

#### **ADDITIONAL EXCLUSIONS APPLICABLE TO:**

##### **Loss or Damage of Baggage and Personal Effects (Section 14), Loss of Personal Money Benefit (Section 15)**

The following classes of property are excluded from coverage, unless covered under the OPTIONAL BENEFITS portion of this Policy, and Prudential Guarantee will not in any event be liable in respect of any claim under Sections 14-15 relating to the following classes of property:

- a. Animals;
- b. Motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances;
- c. Snow skis, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except while checked in as baggage with a registered Common Carrier;
- d. Household effects, keys, antiques, arts, collectors' items, jewelry, musical instruments, equipment for professional use;
- e. Computers (including data recorded on tapes, cards, disks or otherwise, software and accessories);
- f. Eyeglasses, contact or corneal lenses, hearing aids, prosthetic limbs, wheelchair, artificial teeth or dental bridges;
- g. Documents, identity papers, credit and payment cards, transport tickets, stocks and securities;

- h. Perishables and consumables;
- i. Baggage sent in advance or souvenirs and articles mailed or shipped separately;
- j. Hired or leased equipment; or
- k. Business goods or samples.

Section 14 of this Policy does not cover, and Prudential Guarantee will not in any event be liable in respect of any claim under Section 14 relating to:

- a. Loss not reported to proper police authorities;
- b. Loss or damage caused by wear and tear, gradual deterioration, moths and other insects, vermin, inherent vice or damage sustained due to any process or while actually being worked upon and resulting there from;
- c. Loss of or damage to property resulting directly or indirectly from seizure or destruction under quarantine or customs regulations, confiscation or expropriation by order of any government or public authority or risk of contraband or illegal transportation of trade;
- d. Loss of or damage to property insured under any other insurance policy or reimbursed by Common Carrier or hotel management;
- e. Loss to Insured's baggage left unattended in any vehicle or public place or as a result of the Insured's failure to take care and precautions for the safeguard and security of such property;
- f. Loss of or damage to property insured while the Insured is suffering from mental and nervous disorders, including but not limited to insanity;
- g. The Insured not taking all reasonable efforts to safeguard his property or to avoid or minimize any claim under this Policy;
- h. Mysterious disappearance;
- i. Breakage of brittle or fragile articles, cameras, cellular phones, computers (including software and accessories), musical instruments, radio, compact disc players and similar property.

#### **SECTION 16: LOSS OF TRAVEL DOCUMENTS BENEFIT**

Prudential Guarantee will reimburse the Insured up to the Benefit Amount as stated in the Policy Schedule in respect of 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 documents and that any loss of passport must be reported to the police within twenty-four (24) hours of the discovery of the loss.

#### **SECTION 17: BAGGAGE DELAY BENEFIT**

Prudential Guarantee will reimburse the Insured, as follows:

- a. Up to the Baggage Delay Benefit Amount as stated in the Policy Schedule for the emergency purchase of essential clothing and toiletries if the check-in baggage accompanying the Insured has been delayed, misdirected or temporarily misplaced by the Common Carrier after six (6) hours of the Insured's arrival at the point of the scheduled destination and for every six (6) hours additional delay thereafter for Domestic Trips. The following rules shall apply for International Trips:
  - i. After twenty-four (24) hours of arrival, up to an additional Baggage Delay Benefit Amount as stated in the Policy Schedule for additional emergency purchases of essential clothing and toiletries if the same baggage is still not in the physical possession of the Insured.
  - ii. After forty-eight (48) hours of arrival, up to an additional Baggage Delay Benefit Amount as stated in the Policy Schedule for the same purpose if the same baggage is still not in the physical possession of the Insured.

- b. The total liability of Prudential Guarantee in aggregate shall not exceed the Baggage Delay Benefit Amount as stated in the Policy Schedule. The Insured cannot claim under both Loss or Damage of Baggage and Personal Effects Benefit and Baggage Delay Benefit for any one Trip.

**ADDITIONAL EXCLUSIONS APPLICABLE TO:**

**Baggage Delay Benefit (Section 17)**

Section 17 of this Policy does not cover, and Prudential Guarantee will not in any event be liable in respect of any claim under Section 17 relating to:

- a. Delay not reported to a representative of the Common Carrier as soon as the Insured knows the baggage is late or lost;
- b. For any clothing or toiletries purchased more than four (4) days after the actual time of arrival at the point of destination;
- c. When the baggage delay occurs on the journey back to the Insured's normal domicile; or
- d. For purchases made after delivery of Insured's baggage by the Common Carrier.

**SECTION 18: PERSONAL LIABILITY BENEFIT**

Prudential Guarantee shall indemnify the Insured for legal liability to a third party as a result of:

- a. Death or an Accidental Bodily Injury to any person;
- b. Accident loss of or Property Damage of that person, up to the maximum benefit amount, which shall be the aggregate limit for all losses incurred during the Policy period. Included within this same limit are all costs and expenses incurred with the written consent of Prudential Guarantee in connection with the defense of claims against the Insured which may be the subject of any indemnity under this section.

Subject to the limit stated in the Schedule of Benefits, the Insured can also be covered for the following, even in the case of groundless claims:

- a. The furnishing of court bail, to guarantee the civil results of the procedure;
- b. Legal court costs, which will be paid in the same proportion that exists between the compensation that Prudential Guarantee should pay, according to what is provided for in the policy, and the total amount of liability of the Insured in the loss.

Save express agreement to the contrary, Prudential Guarantee will assume legal supervision as regards to the claim by the damaged party and will meet the cost of defense expenses that arise. The Insured shall provide the collaboration necessary to assist the legal supervision assumed by Prudential Guarantee.

If in the court procedures brought against the Insured there should be a conviction, the Company will decide whether it is appropriate to appeal to the competent Higher Court; if it does not deem appeal appropriate, it will inform the party concerned thereof, and the latter will be free to lodge it on its own exclusive account. In this latter event, if the appeal lodged were to give rise to a sentence favorable to the interest of Prudential Guarantee, it will be obliged to meet the cost of the expenses arising from such appeal.

When any conflict arose between the Insured and Prudential Guarantee, prompted by the latter having to maintain the loss if interests contrary to the defense of the Insured, Prudential Guarantee will inform the Insured thereof, without prejudice to taking the measures which, because of their urgent nature, are necessary for the defense. In this case, the Insured may choose between maintaining the legal supervision of Prudential Guarantee or entrusting its own defense to another person and Prudential Guarantee will cover up to the limit stated in the Schedule of Benefits.

"Property Damage" refers to any physical damage to, destruction of, or loss of use of, tangible property.

**ADDITIONAL EXCLUSIONS APPLICABLE TO:**

**Personal Liability Benefit (Section 18)**

- a. Bodily Injury and Property Damage to any Insured;
- b. Property owned by the Insured or property in care, custody or control by the Insured;
- c. Damage relating to any liability assumed under contract;
- d. Damage relating to the willful, malicious or unlawful act or omission on the part of the Insured;
- e. The ownership, possession or use of any vehicles, aircraft, watercraft, firearms or animals, or arising from the negligent supervision and vicarious liability for the acts of a minor in connection with the above;
- f. Past or present business, trade or professional activities, including the rendering of or failure to render business, trade or professional activities;
- g. Any criminal proceedings whether actually convicted or not;
- h. The transmission of communicable disease by an Insured;
- i. The possession or use of any controlled substances/drugs unless prescribed by a licensed Physician;
- j. Sexual molestation, corporal punishment or physical or mental abuse;
- k. Pollution which includes the alleged or potential introduction of substances causing the impurities or harmful effects to the environment. Prudential Guarantee shall have no duty to defend any suit in connection with such pollution; and judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of the Philippines;
- l. Loss or damage to Property Insured while the Insured is suffering from mental and nervous disorders, including but not limited to insanity.

**SECTION 19: AUTOMATIC EXTENSION BENEFIT**

In the event that the Insured's return Trip is delayed due to Unforeseen Circumstances beyond the Insured's control, Prudential Guarantee will extend the Period of Insurance of his Trip, without charge, for up to the number of day/s stated in the Policy Schedule.

**EXCLUSIONS APPLICABLE TO ALL SECTIONS**

This Policy does not cover loss, injuries or damage caused by or resulting from or contributed to by the following:

- a. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the government, riot, strike;
- b. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/ fusion;
- c. Any illegal, criminal or unlawful act by the Insured or confiscation, detention, destruction by customs or other authorities;
- d. Any prohibition or regulations by any government;
- e. Any breach of government regulation or any failure by the Insured to take reasonable precautions to avoid a claim under this Policy following the warning of any intended strike, riot or civil commotion through or by general mass media;
- f. The Insured engaging in naval, military or air force service or operations or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore mining or aerial photography or handling of explosive or hitchhiking or backpacking.

**OPTIONAL BENEFITS**

**The Benefits under Optional Benefits will only be payable if shown in the Policy Schedule and the premiums therefor are paid in accordance with the said Policy Schedule.**

**A) RENTAL VEHICLE EXCESS BENEFIT**

If, during the Period of Insurance, whilst the Insured is on a Trip, Prudential Guarantee will reimburse the Insured for any excess or deductible which becomes legally liable to pay in respect of loss or damage to the rental vehicle caused by an Accident, up to the Benefit Amount as stated in the Policy Schedule or Certificate of Insurance subject to the terms and conditions of this Policy.

**ADDITIONAL CONDITIONS**

- (i) The rental vehicle must be rented from a licensed rental agency;
- (ii) As part of the hiring arrangement, the Insured must take up all comprehensive motor insurance against loss or damage to the rental vehicle during the rental period; and
- (iii) The Insured must comply with all requirements of the rental organization under the hiring agreement and of the insurer under such comprehensive motor insurance, as well as the laws, rules and regulations of the country.

**ADDITIONAL EXCLUSIONS**

Prudential Guarantee will not pay for:

- (i) Loss or damage arising from operation of the rental vehicle in violation of the terms of the rental agreement or loss or damage which occurs beyond the limits of any public roads or in the violation of laws, rules and regulations of the country.
- (ii) Loss or damage arising from wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage.

**B) LEGAL FEES BENEFIT**

If, during the Period of Insurance, whilst the Insured is on a Trip, Prudential Guarantee will pay legal fees an Insured incurs, as a result of false arrest or wrongful detention by any government up to the Benefit Amount as stated in the Policy Schedule.

**C) SPORTS ACTIVITIES BENEFIT**

Only the Benefits under Section 2 shall extend to cover the Insured whilst engaged in winter sports, scuba diving (with a licensed instructor), trekking and mountain climbing. Provided that the Prudential Guarantee shall not pay for the first Five Thousand Pesos (Php 5,000) [for Peso Policy] or the first One Hundred Dollars (US\$100.00) [for Dollar Policy] for each and every occurrence.

**D) VALUABLE ITEMS BENEFIT**

If during the Period of Insurance, whilst the Insured is on a Trip, Prudential Guarantee will reimburse the Insured for any loss or damage occurring to their valuable items up to the specified limit in the Schedule of Benefits. The coverage will include items limited to the following:

- (i) Jewelry
- (ii) Watches
- (iii) Ipads and Ipods
- (iv) Painting
- (v) Camera and Accessories

Coverage is subject to declaration upon issuance of the policy and presentation of original invoices, receipts or other vouchers in case of Claim.



## GENERAL PROVISIONS

- a. The Insured must not make any offer or promise payment, admit his fault to any other party or become involved in any litigation without the Prudential Guarantee's written approval.
- b. The Insured can only be covered under one such policy for the same Trip.
- c. Enrolment for this Policy will be allowed using any of the enrolment method:
  - i. Submission of completed and signed application form transmitted by postal or messenger delivery;
  - i. Submission of completed and signed application form transmitted by facsimile;
  - ii. Submission of completed application form via electronic mail;
  - iii. Application and purchase online via Prudential Guarantee's website or an accredited partner;
  - iv. Verbal agreement and acceptance by the applicant confirmed via recorded telephone conversation with an authorized Telemarketer of Prudential Guarantee.
- d. The following documents and / or information will form part of the entire contract of Insurance:
  - i. Completed and signed application form transmitted by postal or messenger delivery;
  - ii. Completed and signed application form transmitted by facsimile;
  - iii. Completed application form transmitted via electronic mail;
  - iv. Completed application online through Prudential Guarantee's website or accredited partner;
  - v. Tape, computer disc or any other medium used for the storage of recorded telephone conversation.

## GENERAL CONDITIONS UNDER THE POLICY

### Premium Payment

This Policy shall not be valid and binding unless and until the premium stated herein is paid and Prudential Guarantee issues an official receipt duly signed by its official or authorized agent for the payment made by the Insured.

### Grace Period

A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium during which time this Policy shall continue in force, unless this Policy has been cancelled, terminated or has not been renewed in accordance with the provisions of this Policy. However, if loss occurs within the Grace Period for which Prudential Guarantee shall be obligated to pay benefits under this Policy, any premium then due and unpaid will be deducted in settlement.

### Currency

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

### Aggregate Limit of Liability

(This condition is only applicable to Section 7 of this Policy).

1. Except as stated below, the total liability of Prudential Guarantee for all claims arising under this Policy during any one (1) occurrence shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability (A).
2. Except as stated below, the total liability of Prudential Guarantee for all claims arising under this Policy during any one occurrence relating to any Common Carrier which is not dispatched or flown in accordance with fixed schedules over specific routes to and from fixed terminals (i.e. non-scheduled), shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability (B).

3. In the event that claims made under this Policy exceed the above Aggregate Limits of Liability, Prudential Guarantee shall reduce the payments made with respect to each Insured in such manner as Prudential Guarantee may determine. Any determination as to the amount payable in these circumstances shall be made at the entire discretion of Prudential Guarantee and shall not be the subject of any challenge of any kind.

#### **Assistance and Cooperation**

The Insured shall cooperate with Prudential Guarantee and upon the latter's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of Injury or damage wherein insurance is afforded under this Policy. In this regard, the Insured shall promptly attend hearings and trials and assist in securing and giving of evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for payment of first aid expenses to others at the time of Accident.

#### **Due Diligence**

The Insured will exercise due diligence in doing all things to avoid or reduce any Loss under this Policy.

#### **Notice of Claim or Loss**

In case of hospitalization or medical emergency, the Insured, a person traveling with him, or the treating medical authority must contact Prudential Guarantee or Authorized Company immediately to verify coverage and arrange the appropriate medical care. In case of Sickness or Injury or Accidental Death, notice must be given to Prudential Guarantee via telephone or email prior to admission to hospital or as soon as reasonably possible provided it is prior to the return to the Home Country. All claims must have written or electronic mail notice of claim given to Prudential Guarantee within ninety (90) days after a covered loss begins or as soon as is 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 Prudential Guarantee as soon as possible, take immediate steps to protect, save and/or recover the covered property, give immediate notice to the Common Carrier or bailee who is or may be liable for the loss or damage, and notify the police or other authorities in case of robbery or theft within twenty-four (24) hours from the time of discovery of the robbery or theft by the Insured.

#### **Claim Forms**

Upon receipt of a notice of claim, Prudential Guarantee will furnish to the claimant such forms usually required by Prudential Guarantee for filing proofs of loss. If such forms are not furnished within fifteen (15) days from receipt of such notice of claim, the claimant shall be deemed to have complied with the requirements of this Policy, as to proof of loss, upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and extent of the loss for which the claim is made. All certificates, information and evidence, other than the usual claim forms, which Prudential Guarantee may reasonably require in support of a claim, shall be furnished by the Insured.

#### **Proof of Loss**

Written proof of loss including the original Policy, Policy Schedule or Certificate of Insurance, original receipts, invoices and all other relevant documents must be furnished to Prudential Guarantee within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and not later than one (1) year from the date of loss.

**Physical Examination and Autopsy**

Prudential Guarantee 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 the claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

**To Whom Claims Paid**

Benefits payable under this Policy shall be made to the Insured; or in the event of his death, to the beneficiary designated by the Insured provided such beneficiary is not legally disqualified and survives the Insured; or in the absence of beneficiary designation, to the person or persons then surviving in the following order of preference: (a) legal spouse; (b) children; (c) parents; (d) brothers and sisters; otherwise, to the estate of the Insured. Any payment made by Prudential Guarantee in good faith pursuant to this provision shall fully discharge Prudential Guarantee to the extent of the payment.

**Time of Payment of Claim**

Periodic payment will be made of all indemnities payable under this Policy which accrue during a period of more than four (4) weeks. Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid within thirty (30) days after receipt by Prudential Guarantee of due written proof of such loss and after ascertainment of the loss is made by the agreement between Prudential Guarantee and the Insured or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by Prudential Guarantee of the proof of loss, then the loss shall be paid within ninety (90) days after such receipt. Subject to due written proof of loss, all accrued indemnities for loss, for which this Policy provides periodic payment, will be paid at the expiration of each four (4) weeks during the continuance of the period for which Prudential Guarantee is liable, and any balance remaining unpaid upon the termination of liability will be made immediately upon receipt of due written proof. Refusal or failure to pay the loss within the periods prescribed herein will entitle the Insured to collect interest on the proceeds of the Policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such refusal or failure to pay is based on the ground that the claim is fraudulent.

**Subrogation**

In the event of any payment under the Loss or Damage of Baggage and Personal Effects and Loss of Travel Documents Benefits in this Policy, Prudential Guarantee shall be subrogated to all the Insured's rights of recovery therefor against any person/s, organization/s or entity/ies. The Insured shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Insured shall take no action after the loss that will prejudice the rights of recovery of the Insured or Prudential Guarantee by subrogation.

**Right of Recovery**

In the event authorization of payment and/or payment is made by Prudential Guarantee for a medical claim whereby Policy liability is not payable, Prudential Guarantee reserves the right to recover the amount paid against the Insured for the full sum which Prudential Guarantee is liable to the Hospital or medical institution where the Insured was admitted to.

**Cumulative Insurances**

In the event of a claim, the Insured must advise Prudential Guarantee as to any other insurance the Insured may have covering the same risks in this Policy. If, at the time of occurrence of any loss, except in respect of the Personal Accident Benefit, there are other valid and collectible insurance policy/ies in place, Prudential Guarantee will be liable only for the excess of the amount of loss over the amount of such other Insurance, and any applicable deductible.

**Misstatement of Age**

If the age of the Insured has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age. In the event the age of the Insured has been misstated, and if according to the correct age of the Insured, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then the liability of Prudential Guarantee during the period the Insured is not eligible for coverage shall be limited to the refund of all premiums paid for the period not covered by this Policy.

**Reinstatement of Policy**

If this Policy is terminated due to default in the payment of the agreed premium, the subsequent acceptance of a premium by Prudential Guarantee or by any of its duly authorized representatives shall reinstate this Policy, but shall only cover loss resulting from Sickness or Injury sustained after the date of such reinstatement.

**Renewal Conditions**

This Policy may be renewed for further consecutive periods by the payment of premium on the effective date of the renewal at Prudential Guarantee's premium rate in force at the time of renewal, subject to Prudential Guarantee's right to decline renewal of this Policy on any anniversary date of the Policy upon giving forty-five (45) days prior written notice, mailed or delivered to the Policyholder at the address shown in the Policy, of Prudential Guarantee's intention not to renew the Policy, or to condition its renewal upon reduction of limits or elimination of coverages. Prudential Guarantee's acceptance of premium shall constitute its consent to renew. Unless renewed as herein provided, this Policy shall terminate at the expiration of the grace period for which premium has not been paid.

**Cancellation**

This Policy shall not be cancelled by Prudential Guarantee except upon prior written notice thereto to the Policyholder, and no notice of cancellation shall be effective unless it is based on the occurrence, after the Effective Date of this Policy, of one or more of the following:

- a. Non-payment of premium;
- b. Conviction of the Insured of a crime arising out of acts increasing the hazards insured against;
- c. Discovery of fraud or material misrepresentation;
- d. Discovery of willful or reckless acts of omissions increasing the hazards insured against; or
- e. A determination by the Insurance Commissioner that the continuation of this Policy would violate or would place Prudential Guarantee in violation of the Insurance Code.

All notices of cancellation shall be in writing, mailed or delivered to the Policyholder at the address shown on the Policy Schedule and shall state (i) which of the grounds set forth in this provision is relied upon, and (ii) that, upon written request of the Policyholder, Prudential Guarantee will furnish the facts on which the cancellation is based.

If the Policyholder cancels this Policy, which must be in writing, Prudential Guarantee shall be entitled to retain a portion of the premiums computed in accordance with the applicable percentage indicated below, but in no event less than Prudential Guarantee's customary minimum premium.

PERIOD OF COVERAGE PRIOR TO CANCELLATION	PERCENTAGE OF ANNUAL PREMIUM (computed based on premiums exclusive of documentary stamps and premium taxes) TO BE RETAINED BY PRUDENTIAL GUARANTEE:
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%

5 Months	70%
6 Months	75%
Over 6 Months	100%

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

Without prejudice to the immediately preceding paragraph, if the Insured cancels a Trip (a) prior to the Effective Date of this Policy or prior to the Period of Insurance as stated on the Policy Schedule or Certificate of Insurance or (b) within thirty (30) days after the Effective Date of this Policy or Period of Insurance as stated on the Policy Schedule or Certificate of Insurance, and notifies Prudential Guarantee of such cancellation, Prudential Guarantee will refund to the Insured the premium which has been paid (if any) by the Insured in respect of that Trip less the amount of documentary stamps and premium taxes.

#### **Termination of Insurance**

Individual insurance coverage under this Policy shall end on the earliest of the following dates:

- i. In the event of Accidental Death of the Insured; or
- ii. Notice to the Insured on the expiration of the Grace Period for any premium not paid when due.

Insurance in respect of an Immediate Family Member or Dependent Children shall terminate upon his death or on the termination of this Policy in accordance with the above, whichever is earlier.

Termination or cancellation of this Policy or expiration of individual coverage shall not affect any valid claim or loss occurring before such termination, cancellation or expiration. The payment to or acceptance by Prudential Guarantee or by an agent of Prudential Guarantee of any premium after such termination, cancellation or expiration shall not create any liability except to return the premium paid after the termination, cancellation or expiration of this Policy unless this Policy is reinstated pursuant to the Reinstatement provision.

In any Policy year, the aggregate benefits payable to the Insured under this Policy or Certificate of Insurance in respect of any one Accident, resulting in Injury within one hundred eighty (180) days from the date of the Accident shall not exceed the amount equivalent to the Accidental Death Benefit payable in case of Accidental Death.

In any Policy year, the aggregate benefits payable to the Insured for Accidental Permanent Total Disability Benefit under this Policy or Certificate of Insurance in respect of one or more Accident(s) resulting in Injury within one hundred eighty (180) days from the date of Accident shall not exceed the amount equivalent to the Accidental Death Benefit. However, the payment of the amount equivalent to the Accidental Death Benefit for Injuries for which the Insured becomes entitled to Accidental Permanent Total Disability in one year shall not terminate this Policy in so far as the Accidental Death Benefit is concerned.

In any Policy year, the amount of Accidental Death Benefit shall be the principal sum.

#### **Fraud**

Any intentional misstatement of fact made or represented by the Policyholder/Insured in the Application/individual application/enrolment constitutes fraud and shall give Prudential Guarantee the right to immediately terminate this Policy /individual insurance.

#### **Fraudulent Claims**

If any claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy,

Prudential Guarantee shall be under no liability in respect of such claim and shall be entitled to terminate this Policy immediately.

**Clerical Error**

A clerical error by Prudential Guarantee shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

**Assignment**

No assignment of interest under this Policy shall be binding upon Prudential Guarantee unless and until the original or a duplicate copy thereof is filed with Prudential Guarantee. Prudential Guarantee does not assume any responsibility for the validity of any assignment.

**Age Limitation**

If at the Effective Date of this Policy or at the commencement of the Period of Insurance stated in the Certificate of Insurance, the age of the Insured at nearest birthday is more than eighty (80) years, this Policy or Certificate of Insurance issued to the Insured shall be void and Prudential Guarantee shall be liable only for the return of the premiums actually paid on it.

**Geographical Limits**

The Benefits under this Policy shall apply twenty- four (24) hours a day anywhere in the world unless otherwise endorsed or amended.

**Terms and Conditions**

Payment of any benefit under this Policy is subject to the Definitions, Exclusions, and all other terms and conditions pertinent to the payment of the benefit.

**Complying With Policy Conditions**

The due observance and fulfillment of the terms of this Policy insofar as they relate to anything to be done or complied with 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 Policy shall be conditions precedent to any liability of Prudential Guarantee to give any payment due under this Policy.

**Entire Contract**

This Policy, including endorsements and attached papers the descriptive title of which are mentioned in this Policy, if any, the Application on file with Prudential Guarantee or attached herewith and the Policy Schedule, constitute the entire contract of insurance. No change in this Policy shall be valid until approved by an authorized executive officer of Prudential Guarantee and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions. None of the provisions, conditions and terms of this Policy shall be waived or altered except in accordance with the pertinent provisions of Section 50 of the Insurance Code.

Unless applied for by the Insured, any rider, clause, warranty or endorsement issued after the Effective Date of this Policy/Group Policy shall be countersigned by the Insured, which countersignature shall be taken as the Insured's agreement to the contents of such rider, clause, warranty or endorsement.

**Governing Law**

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



### Arbitration

In the event of any controversy or claim arising out of or relating 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.

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

### Legal Action

Unless the claim has been denied, no action or suit 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 written proof of loss has been furnished in accordance with the requirements of this Policy. In any event, no legal action shall be brought after the expiration of twelve (12) months from notice of the denial of the claim.

### Civil Code 1250 Waiver Clause

It is hereby declared and agreed that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads:

"In case 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 this Policy.

IN WITNESS WHEREOF, Prudential Guarantee has caused this Policy to be executed and commenced on the Effective Date stated in the Policy Schedule, provided that no insurance shall be in force unless the Policy Schedule is signed by an authorized representative of Prudential Guarantee.

### PRUDENTIAL GUARANTEE AND ASSURANCE, INC.

  
\_\_\_\_\_  
ANTHONY G. SY  
President & CEO

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