



# MALAYAN INSURANCE

AYGC MEMBER

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BIR CAS Permit No. : 1212-118-00063-CAS Date of Issuance : January 7, 2013

## COMPREHENSIVE TRAVEL PERSONAL ACCIDENT POLICY

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

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

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

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

### PERIOD OF INSURANCE : COMMENCEMENT AND TERMINATION OF COVERAGE

This policy is effective during the policy period specified in the schedule. Except for coverage C, D, E, F, H, I, J and K, cover takes effect within five hours from the time the Insured leaves his place of work or residence with the intention of commencing the intended travel as per declared itinerary with the Company with the date stated in the Schedule. The commencement of cover in respect to coverage A, B, G, L, M and N are specified in each respective section.

All coverage under this policy expires on whichever of the following occurs first:

- a) the expiry of the policy period specified in the schedule;
- b) the Insured's return to his/her place of residence or employment, whichever occurs first;
- c) within five (5) hours after the scheduled time of arrival.

### SCOPE OF COVERAGE:

This policy shall cover the Insured:

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

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its duly authorized officer/representative at \_\_\_\_\_, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**MALAYAN INSURANCE COMPANY, INC.**

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Authorized Signature

**DOCUMENTARY STAMPS CLAUSE**

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

Under pertinent regulations of the Bureau of Internal Revenue, liability for Documentary Stamp Tax (DST) accrues upon issuance of the Insurance Policy. Hence, in the event of cancellation of the Policy under Section 64 of the Insurance Code, as amended, liability for the DST subsists and the same shall be chargeable to the Assured. Therefore, payment of the corresponding DST is immediately due and demandable, i.e., on a "cash and carry" basis, as soon as the Assured receives a copy of the Policy.

**PART I - COVERAGES**

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

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

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

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

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

Description of Disablement	Percentage of Capital Sum
Loss of Life	100%
Loss of two Limbs	100%
Loss of both hands, or all fingers and both thumbs	100%
Loss of both feet	100%
Loss of one hand and one foot	100%
Loss of sight of both eyes	100%
Any other injury causing permanent total disablement	1% per month up to 100 months
Loss of arm at or below elbow	70%
Loss of arm between elbow and wrist	50%
Loss of hand	50%
Loss of leg at or above knee	60%
Loss of leg below knee	50%
Loss of one foot	50%
Loss of sight of one eye	50%
Loss of speech	50%
Loss of hearing - both ears	50%
one ear	25%
Total Loss by physical severance or total and permanent loss of use of :	
Thumb and four fingers of one hand	50%
Four fingers of one hand	40%
Thumb (both phalanges)	25%
Thumb (one phalanx)	10%
Index finger (three phalanges)	15%
Index finger (two phalanges)	8%
Index finger (one phalanx)	4%
Middle finger (three phalanges)	10%

Middle finger (two phalanges)	4%
Middle finger (one phalanx)	2%
Ring finger (three phalanges)	8%
Ring finger (two phalanges)	4%
Ring finger (one phalanx)	2%
Little finger (three phalanges)	6%
Little finger (two phalanges)	3%
Little finger (one phalanx)	2%
All toes of one foot	17%
Great toe (two phalanges)	5%
Great toe (one phalanx)	2%
Any other toe	3%
Any permanent partial disablement not specified above other than loss of sense of taste or smell	*

\* such percentage to be assessed by the Company as in the opinion of the Company's medical advisers is not inconsistent with the percentages specified above and without regard to the Person Insured's employment or occupation

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

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

### **A.3 – PERMANENT TOTAL DISABILITY INDEMNITY**

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

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

### **A.4 – MURDER AND UNPROVOKED ASSAULT**

It is hereby declared and agreed that Murder and Unprovoked Assault are deemed covered under the policy subject to the limit specified.

However, there shall be no recovery if Murder and Unprovoked Assault occurs in any of the following:

- a) Within the Philippines – including all cities, towns, barrios, barangays (listed below) and other existing political subdivisions therein, including those which may hereinafter be created by virtue of any Executive Order or Legislative Enactment:

i. Basilan	vi. South Cotabato
ii. Isabela	vii. Sultan Kudarat
iii. Lanao de Norte	viii. Sulu Archipelago
iv. Lanao del Sur	ix. Zamboanga del Norte
v. Maguidanao	x. Zamboanga del Sur
vi. North Cotabato	xi. All other locales of similar religious and/or political homogeneity

- b) Outside the Philippines – in any country with known social, political and/or religious unrest, or countries under travel advisory or ban from the Department of Foreign Affairs (DFA) or deployment ban from the Philippine Overseas Employment Administration (POEA) for the aforementioned reasons.

#### **A.5 – TERRORISM**

This policy includes loss of life, disablement or dismemberment (subject to Schedule of Indemnity relative to extent of injury) directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For purposes of this insurance, terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear, it shall any act which is verified or recognized by the Government of the Philippines as an Act of Terrorism.

Coverage provided under this section excludes:

1. Loss of life or injury sustained directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to circumvent any act of terrorism.
2. Loss of life or injuries in connection with, attributable to or as a direct result of use, release, or as threat of use/release of Nuclear, Biological, Chemical or Radioactive Materials [NBCRM)

### **Termination Clause (applicable to Coverage A.1 to A.5)**

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

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

In any policy period, the aggregate benefits payable under the Dismemberment/Disability Benefit of this contract in respect of one or more accident(s) shall not exceed the principal sum (i.e. for subsequent accident resulting in any loss (es) which would make the aggregate benefits exceed the principal sum, the amount(s) payable under the Dismemberment/Disability Benefit shall be the principal sum less the amount(s) paid for previous loss(es)). However, the payment of the principal sum for such loss(es) shall not terminate the contract in so far as accidental death benefit is concerned.

In any policy period, the amount of benefit for loss of life, arising from independent/unrelated accident/event shall always be the principal sum.

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

### **A.6 – BURIAL ASSISTANCE BENEFIT**

The Company consequent to a compensable accidental death of the Insured shall provide the sum indicated in the Schedule of Coverage as financial assistance for burial expenses for the aggrieved beneficiary.

### **COVERAGE B – EMERGENCY MEDICAL TREATMENT**

If within the policy period, the Insured while on travel incurs reasonable expenses for emergency medical treatment of sickness or accidental injury occurring during the course of travel, the Company will pay the Insured, up to the limit specified in the policy schedule all reasonable and customary charges in connection with that emergency medical treatment. Emergency medical treatment, as used in this section shall mean treatment by a legally qualified physician or surgeon, confinement within a hospital, employment of a licensed or graduate nurse, X-ray examination or the use of ambulance. The maximum reimbursement for daily hospital room and board is two percent (2%) of the limit of Coverage B but shall not exceed Php15,000 per day under Peso policy and US\$350 per day under Dollar Policy. The hospital daily rate (room and board) shall be the rate applying to semi-private (not exceeding 4 to a ward) accommodation in the said hospital but not to exceed the limit specified above herein. If room fees include the cost of all medical/hospital services and supplies, the limit per day is doubled, and tripled if it includes all medical/hospital services and supplies as well as the professional fees.

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

The benefits under this Section include any amount advanced under the Hospital Deposits Guarantee (provided by Assist America, Inc.) which the Insured may be required to pay as a result of hospitalization covered under this policy.

### **Follow-up Care**

This coverage extends to cover medical expenses incurred in the Philippines, or in the place of residence upon return from the Trip for the treatment of an accident or sickness which is caused by, resulting from, or incurred or contracted during the trip and all expenses must be incurred within thirty (30) days from the date the Insured person returns to his or her place of residence in the Philippines. Admission to the Hospital must be within twelve (12) hours after arrival and must be a continuation of medical attention sought while traveling. The maximum sum payable for Medical Expenses incurred upon return to the place of residence is equivalent to 10% of the maximum benefit stated for Emergency Medical Treatment. In no event shall the total amount payable under this Section both in or out of the Philippines exceed 100% of the limits stated in the Schedule of Indemnity.

### **Additional Benefit Under Coverage B: Daily Hospital Income (on confinement due to accident and sickness)**

If within the policy period, the Insured while on travel is necessarily confined in a hospital due to accident and sickness, the Company will pay the Insured, for every day of confinement, the amount stated in the Schedule of Benefits. Confinement must be in excess of twenty four (24) hours but not to exceed the number of days provided under the Schedule.

### **Exclusions specific to Coverage B – Emergency Medical Treatment**

(Exclusions also applicable to Additional Benefit - Daily Hospital Income on Confinement due to Accident and Sickness)

This Policy does not cover:

- a) Congenital conditions of all kinds and hernias unless caused by trauma during the period of insurance.
- b) Psychotic, mental or nervous disorders (including any neuroses and their physiological or psychosomatic manifestations).
- c) Convalescent or rehabilitation care.
- d) Any and all conditions arising from surgical, mechanical or chemical methods of birth control and any and all conditions or treatment pertaining to infertility.
- e) Communication and transportation expenses other than medically necessary telecommunications and local ambulance/transportation services
- f) Treatment or service other than on the recommendation of a physician.
- g) Any sickness or injury due to traveling contrary to doctor's advice.

- h) Pre-existing medical or physical condition(s) or any conditions arising from, or contributed to by such pre-existing medical and physical conditions.
- i) Any treatment for sickness or injury on travel arranged primarily for the purpose of obtaining medical treatment.
- j) Non-emergency treatment, routine care/examinations or health check-ups not incidental to the treatment or diagnosis of suspected sickness or injury sustained during the period of insurance.
- k) Care or treatment for which payment is not required or which is payable by any other insurance or indemnity covering the insured.
- l) Dental care and treatment, except as necessitated by accidental injuries to sound natural teeth occurring during the Period of Insurance.
- m) Charges in respect of special and private nursing except in the event of a medical evacuation being necessary.
- n) Cosmetic surgery, eyeglasses and refraction or hearing aids, and prescriptions therefore except as necessitated by injuries occurring during the Period of Insurance.
- o) The use of any drug (except as medically prescribed but excluding drug addiction) or being under the influence of intoxicating liquor.
- p) Pregnancy resulting childbirth, miscarriage or diseases of the female reproductive system;
- q) Routine physical or any other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic of X-ray examinations except in the course of a disability established by the prior call or attendance of a physical:
- r) Intentionally self-inflicted injury or suicide whether sane or insane, or any attempt thereat:
- s) Sickness or disease occasioned by war, war-like operations, civil commotion, strike, civil war, revolution, rebellion, sabotage, terrorism, service in the armed forces;
- t) Sickness or disease as a direct result of, in connection with, or arising from radiation and nuclear activity;
- u) Treatment or surgery for tonsils, adenoid, hernia unless the person undergoing such treatment or surgery has been continuously covered under this policy for period of 120 days immediately preceding such treatment or surgery;
- v) Venereal diseases;
- w) Acquired Immunology Deficiency Syndrome (AIDS)
- x) Dengue, Malaria, Japanese Encephalitis, Hepatitis A, B, C, D and E, Meningococemia, Cholera, Influenza, Typhoid Fever, Severe Acute Respiratory Syndrome (SARS), and Middle East Respiratory Syndrome Coronavirus (MERS-Cov).
- y) Widespread diseases, virus outbreak, epidemic or pandemic as declared by the Department of Health.

**Definitions:**

1. "Pre-Existing Conditions" means medical condition or physical condition (injury or sickness) which was in any way evident to the Insured before the effectivity of the Policy or the natural history/pathogenesis of such condition can be clinically determined to have started two (2) years prior to the effectivity date of coverage, whether or not the Insured is aware of such injury or sickness, or for which the Insured received treatment, or have consulted a physician for treatment or have been taking medications.



2. "Child" means a person who is unmarried, is under 18 years of age, and who is wholly dependent upon his parents.
3. "Physician" wherever used in this policy means a person legally licensed to practice medicine and surgery other than the Assured or a member of the Assured's immediate family.
4. "Hospital" wherever used in this policy means an establishment which meets all of the following requirements: (1) holds a license as a hospital; (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (3) provides 24-hour-a-day nursing service by registered or graduate nurses; (4) has a staff of one or more licensed physicians available at all times; (5) provides organized facilities for diagnosis and major surgical facilities; (6) maintains at least six (6) beds installed for 24-hour use by patients; and (7) is not primarily a clinic, nurse, rest, or convalescent home or similar establishment and is not other than incidentally, a place for alcoholic or drug addicts.
5. "Medicines and Drugs" shall respectively mean those for which a licensed medical practitioner has prescribed for dispensing, which are specifically required for the treatment of a covered sickness or an accidental injury.
6. "Sickness" means a pathological departure from the normal healthy state.
7. "Country of Residence" shall be the place of residence or permanent or contractual employment of each insured person as stated on the initial application for this insurance or as amended by endorsement during the period of insurance.

#### **COVERAGE C - STRIKES AND AIRCRAFT HIJACKING/SKYJACKING**

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

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

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

#### **Definitions:**

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

#### **COVERAGE D – BAGGAGE DELAY BENEFIT**

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

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

The following will not be covered under this section:

- a) for claims not declared to a competent person of the airline company as soon as the Insured knows the baggage is late or lost;
- b) for any clothing or toiletries that the Insured purchased more than four days after the actual time of arrival at the airport of destination;
- c) when the baggage delay occurs upon arrival of Insured to his/her point of origin, place of residence or employment.
- d) for purchases made after delivery of Insured's baggage by the air carrier.

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

#### **COVERAGE E – LOSS OF BAGGAGE (Checked-in Baggage only)**

The Company will indemnify the Insured for the loss of his checked-in baggage up to the amount stated in the Schedule of Benefits. The liability of the Company however, will be less any amount recoverable from or paid by the airline company or carrier. For the purpose of this Coverage, baggage shall mean suitcase, luggage, trunk, bag, box, chest and any other container used for the purpose of carrying the insured's belongings during travel. Loss of baggage shall be limited to the physical disappearance of the entire checked-in baggage (as defined herein) and not loss of an item or several items contained therein. Loss must occur (i) while the baggage is in the possession of a common carrier/airline company and proof of such loss must be obtained in writing from the common carrier/airline company management and such proof must be provided to the Company, or (ii) as the result of theft of the baggage from the Insured provided such loss must be reported to the police having jurisdiction at the place of the loss no more than 24 hours from the incident. Any claim must be accompanied by written documentation from such police.

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

### **Exclusions specific to Coverage E:**

The following are excluded from the coverage of this section:

- a) any loss, theft or damage to: animals, documents, identity papers, credit and payment cards, transport tickets, cash, traveller's checks, banknotes, travel documents, negotiable instruments, bonds, stocks and securities, jewelleries, keys;
- b) any loss, theft or damage to: skis, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except while checked in as baggage with a registered common carrier;
- c) any loss, theft or damage to: automobiles and automobile equipment, motorcycles, trailers and caravans, boats, motors and other means of transport (including accessories); equipment for professional use; musical instruments; objects of art, precious gemstones, china glassware, porcelains, antiques, collector's items, furniture, eyeglasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges; perishables and consumables; baggage sent in advance or souvenirs and articles mailed or shipped separately; hired or leased equipment; business goods or samples; data recorded on tapes, cards, disc or otherwise.
- d) any loss resulting in whole or in part from: wear and tear or gradual deterioration; insects or vermin; inherent vice or damage; transporting contraband or illegal trade; mysterious disappearance or unaccompanied baggage, losses arising from personal negligence or unexplainable disappearance; breakage of brittle or fragile articles, cameras, computers (including software and accessories), musical instruments, radios and similar property.
- e) Loss or disappearance of
  - i. personal effects (e.g. clothing, jewelleries, accessories, toiletries, make-up, perfumes, footwear, etc.)
  - ii. mobile electronic equipment (e.g. cellular phones, laptops, digital cameras, etc.)
  - iii. all other items whilst contained in the assured's baggage which is checked-in or in the possession of a common carrier/airline company, unless loss of such items is a consequence of the baggage being lost as well.

#### **COVERAGE F – DAMAGE TO BAGGAGE (for checked-in baggage only)**

This policy covers damage to baggage, subject to the limit specified in the schedule of coverage, provided that:

- a) baggage had been in sound and useful condition at the onset of the trip;
- b) baggage had been checked in at the check-in counter and such had been accepted and duly documented by the airline or carrier ground personnel;
- c) contents of the baggage are not ill-fitted and do not prejudice its capacity in terms of shape and weight;
- d) damage is not caused by protrusions of sharp or pointed objects or liquid or corrosive materials contained in the baggage.

Coverage under this section excludes:

- a) damage due to wear and tear;
- b) damage due to exposure to natural elements;
- c) damage due to exposure to weather conditions;
- d) loss of or damage to items contained in the baggage;
- e) damage which will entail cost of repairs not more than PhP1,000.00.

#### **COVERAGE G – LOSS OF TRAVEL DOCUMENTS**

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

#### **COVERAGE H – LOSS OF CASH**

The Company will pay, up to the limit specified in the Policy or Certificate of Insurance, for loss of cash physically carried by the Insured within the Period of Insurance, and provided that such loss is due to robbery, hold-up, assault or other means of unlawful, violent taking of cash provided 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.

No benefit under this section is provided for loss of cash by reason of:

- a) theft, pickpocketing or unexplained disappearance;
- b) insured's neglect including but not limited to forgotten place of storage, left unattended, falling off from pocket, wallet or bag, etc.

## **COVERAGE I – DAMAGE TO LAPTOP**

The Company will pay, up to the limit specified in the Policy or Certificate of Insurance, for physical damage to laptop whilst within the actual possession of the Insured within the Period of Insurance, provided that:

- a) the laptop is two (2) years old or newer;
- b) damage is a direct consequence of accidental injury sustained by the insured and such accidental injury is compensable under this policy;
- c) extent of damage has rendered the laptop irreparable or is beyond economic repair.

No benefit under this section is provided for actual physical damage of the laptop by reason of:

- a) robbery, hold-up, burglary or assault including attempts thereat unless the insured also sustained physical injury from such acts;
- b) theft or pickpocketing;
- c) insured's neglect such as mishandling, inappropriate packaging or carrying case, falling off from bag, contact with liquid or corrosive substances, overheating, overcharging, left unattended, etc.;
- d) damage consequential to drunkenness, intoxication or whilst under the influence of drugs;
- e) delay, confiscation, detention or examination by customs authorities or other officials;
- f) seizure of destruction under quarantine or custom regulation;
- g) wear and tear or gradual deterioration;
- h) cleaning, repairing or restoring process;
- i) atmospheric or climatic changes;
- j) laptop sent in advance or shipped separately from the Insured Person.

Coverage provided under this section excludes loss of data or software, damage to peripherals or accessories (including but not limited to screen protector, protective casing, etc.).

Prerequisite to claim settlement is the submission of:

- a) proof of purchase, official receipt, certificate of warranty;
- b) deed of assignment (if provided by insured's employer);
- c) repair estimate or certificate of total damage from the dealer or reputable service provider.

The Company reserves the right to require the surrender of the damaged laptop for the sole purpose of examination or inspection which is not in any way to be misconstrued as an admission of liability. The insured has the right to be present during said examination or inspection and the Company will return the unit to the insured upon completion of its evaluation.

#### **COVERAGE J – LOSS OF LAPTOP**

The Company will pay, up to the limit specified in the Policy or Certificate of Insurance, for loss of Laptop physically carried by the Insured within the Period of Insurance, and provided that such loss is due to robbery, hold-up, assault or other means of unlawful, violent taking of the laptop provided such loss must be reported to the police having jurisdiction at the place of the loss no more than 24 hours from the incident. Any claim must be accompanied by written documentation from such police.

No benefit under this section is provided for loss of cash by reason of:

- a) theft or unexplained disappearance;
- b) insured's neglect including but not limited to forgotten place of storage, left unattended, falling off from bag, etc.;
- c) confiscation, detention, examination, seizure or any similar actions by customs or government authorities;
- d) laptop sent in advance or shipped separately from the Insured Person.

#### **COVERAGE K – FLIGHT DELAY**

This policy will reimburse the Insured up to the limit specified in the schedule if the Insured's flight is delayed for more than six (6) hours, for:

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

Only the following causes of delay shall be covered:

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

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

## **COVERAGE L – EMERGENCY TRIP CANCELLATION**

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

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

This Policy shall not cover the following:

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

## **COVERAGE M – EMERGENCY TRIP TERMINATION**

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

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

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

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

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

#### **COVERAGE N – PERSONAL LIABILITY**

To pay on behalf of the Insured, subject to the limits shown in the policy schedule, all sums which the Insured shall become legally obligated to pay as damages because of bodily injury and sickness or disease arising therefrom, including death at any time resulting therefrom, sustained by any third party and as damages because of injury to or destruction of third party property, including the loss of use thereof resulting from the negligence of the Insured during the course of his travel.

#### **Defense, Settlement and Supplementary Payments**

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

- a) defend any suit against the Insured, alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, but this COMPANY may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- b) (1) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this Policy all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;  
(2) pay all expenses incurred by this COMPANY, all costs, taxes against the Insured in any such



suit and all interest accruing after entry of judgment until this COMPANY has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of this COMPANY's liability thereon;

- (3) pay expenses incurred by the Insured, in the event of an accident causing bodily injury, sickness or disease, for such immediate medical and surgical relief to others as shall be imperative at the time of accident;
- (4) reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred at this COMPANY's request and the amounts so incurred, except settlements of claims and suits are payable by this COMPANY as part of the applicable limit of liability in this Policy.

**Exclusions specific to Coverage N:**

This Policy does not apply to:

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

**Conditions specific to Coverage N:**

**Limits of Liability:** The limit of liability stated in the Schedule for Coverage N is the limit of the COMPANY's liability for all damages, including damages for care and loss of services, as the result of one occurrence.

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

**Policy Period: Territory:** This section applies only to occurrences during the Policy period and within the course of the Insured's travel.

**Notice of Occurrence:** When an occurrence takes place, written notice shall be given by or on behalf of the INSURED to this COMPANY or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the INSURED and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witness(es).

**Notice of Claim or Suit** – If a claim is made or suit is brought against the INSURED, the INSURED shall immediately forward to this COMPANY every demand, notice, summons or other process received by him or by his representatives.

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

**Bankruptcy or insolvency** of the INSURED or of the INSURED's estate shall not relieve this COMPANY of any of its obligation hereunder.

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

## **PART II – SPECIAL CONDITIONS ON EXTRA INCLUSIVE COVERAGE**

### **EXTENDED COVERAGE AFTER TERMINATION**

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

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

#### **Definition:**

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

## **PART III – SPECIAL CONDITIONS AS RESPECTS TO COVERAGE WHILE FLYING**

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

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

## **PART IV – EXPOSURE AND DISAPPEARANCE**

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

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

## PART V – SPECIAL COVERAGE

### RENTED CAR PROTECTION

The Company will, subject to the Limit specified in the Schedule, pay for the amount that may necessarily be charged to the Assured by the rental company due to damage sustained by the Assured's rented car, by:

- a) accidental collision or overturning (except when collision or overturning is consequent upon mechanical breakdown or consequent upon wear and tear);
- b) fire, external explosion, self-ignition, lightning;
- c) malicious acts, which for purposes of this Policy, means any negligent act, error or omission performed by a person other than the Assured, any member of his family, a passenger, or by a person in the Assured's service which is free and independent from that of the will or influence of the Assured, which causes loss or damage to the Assured's rented car; or
- d) whilst in transit (including the processes of loading and unloading) incidental to transit by road, rail, lift or elevator.

provided that at the time of the accident or damage, the car was being driven or under the care and custody of the Assured. The Rented Car Protection shall be subject to a deductible of 5% of the loss amount or a minimum of PhP 5,000.00 (for Peso Policy) or US\$ 100.00 (for Dollar Policy) for each and every accident or occurrence, whichever is higher.

This section shall not cover the following:

- a) theft of the entire vehicle or its accessories or spare parts;
- b) any liability, bodily injury or property damage caused by and arising out of the use of the rented car;
- c) the corresponding deductible for each and every accident or occurrence;
- d) consequential loss, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages;
- e) damage to tires unless the car is damaged at the same time;
- f) any malicious damage caused by the Assured, any member of his family, his passenger, or by a person in the Assured's service;
- g) whilst the rented car is driven other than by the Authorized Driver named in the Rental Contract or Agreement; and,
- h) any accident or damage to the rented car whilst being used otherwise than in accordance with what is stated the Rental Contract Agreement.

In the event of a claim or reimbursement, the Assured shall provide the Company the following documents: a) a copy of Rental Contract or Agreement; b) Original copy of Official Receipt for the rental fee and damage charged by the rental company; and c) a copy of police report (for major accident) or affidavit received by the rental company stating the facts of the accident or damage to the rented car.

## **SPORTS COVERAGE**

Only the Benefits under Coverage B – Emergency Medical Treatment shall extend to cover the Assured up to PhP100,000.00 whilst engaged in winter sports, scuba diving, trekking and mountain climbing, provided that, the Company shall not pay for the first PhP 2,000 (for Peso Policy) or the first US\$50.00 (for Dollar Policy) for each and every occurrence.

### **PART VI – GENERAL EXCLUSIONS**

(Applicable to All Sections)

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

- a) loss caused directly or indirectly, wholly or partly by:
  - i. bacterial infections or infections caused by parasites, except infections caused by pus-producing microorganisms (pyrogenic infections) which shall occur through an accidental cut or wound; (NOTE: GENERAL EXCLUSION a.1 above does not apply to Coverage B and the additional benefit under Coverage B (Daily Hospital Income on Confinement due to Sickness), provided that it occurs during the course of travel and is not specifically excluded under EXCLUSIONS SPECIFIC TO COVERAGE B AND ADDITIONAL BENEFIT OF COVERAGE B);
  - ii. Medical or surgical treatment (except if necessary by reason of injuries covered by this policy and performed within the period of insurance);
  - iii. Miscarriage or pregnancy;
  - iv. AIDS or Sexually Transmitted Diseases (STD);
- b) suicide or attempted suicide (sane or insane);
- c) loss or injury caused by war, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, strikes, riots, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority or sabotage. This exclusion shall not be affected by any endorsement, which does not specifically refer to it, in whole or in part;
- d) nuclear radiation or radioactive contamination;
- e) injury sustained while participating in professional athletics or any organized and scheduled amateur physical contact sports;
- f) injury sustained while engaging in mountaineering requiring the use of ropes or guides, skin diving employing the use of compressed cylinders, racing on wheels or horseback, skydiving from a device for aerial navigation, hang gliding (Unless such activities have been declared to and accepted by the Company, subject to additional premium payment, and affirmed by written endorsement);
- g) cave-in of mines;
- h) serving as officer or crew of any type of sea vessel or aircraft.

## **GENERAL PROVISIONS**

### **ENTIRE CONTRACT-CHANGES**

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

If any of the provisions of this Policy conflict with the laws, rules or regulations of the Philippines in which this Policy applies, this Policy shall be amended by the Parties to conform to such laws, rules or regulations.

### **SEVERABILITY CLAUSE**

In the event that any provision of this Policy is found to be unenforceable, the Insurer and the Insured agree that all other provisions of the Policy shall have full force and effect and shall not be affected by the unenforceable provision.

The Parties hereto shall replace the invalid provision that comes as close as possible to the objective of the agreement, taking into account the economic interests of both parties.

### **MEDIATION CLAUSE**

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

### **NOTICE OF CLAIM**

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

### **CLAIM FORMS**

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

Written proofs of loss must include notarized documentation covering the occurrence, the character and the extent of the loss for which the claim is made.

#### **SUBMISSION OF PROOF OF LOSS**

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

#### **TIME OF PAYMENT OF CLAIMS**

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

#### **PAYMENT OF CLAIMS**

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

#### **PHYSICAL EXAMINATION AND AUTOPSY**

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

#### **ACTION AGAINST THE COMPANY**

If a claim be made and rejected and an action or suit be not commenced either in the Insurance Commission or any court of competent jurisdiction within twelve (12) months from receipt of notice of such rejection or in case of arbitration taking place as provided herein, within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claim shall for all purposes be deemed to have abandoned and shall not thereafter be recoverable hereunder.

#### **CHANGE OF BENEFICIARY**

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

## **SETTLEMENT OF CLAIM CLAUSE**

The amount of any injury or loss for which the Company may be liable under this Policy shall be paid within thirty (30) days after proof of such loss is received by the Company and ascertainment of the injury or loss is made either by agreement between the Insured and Company or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by the Company of the proof of loss then the injury or loss shall be paid within ninety (90) days after such receipt.

## **CANCELLATION OF THE POLICY**

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

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

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

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

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

In the event that the Insured requests for the cancellation of the policy prior to its inception, a policy cancellation fee equivalent to 50% of the premium will be charged, unless the Insured provides a valid reason, acceptable to Malayan Insurance, for cancelling the policy.



This policy will also charge an earned premium equivalent to the percentage below, in the event the Insured requested for cancellation of a short term travel policy after the inception has already commenced:

For Short term travel policy with Policy Period 30 days and below	If cancellation is requested 6 days and below after inception of cover - 80% of the premium will be charged.
	If cancellation is requested 7 days and above after inception of cover - 100% of the premium will be charge.
For Short term travel policy with Policy Period more than 30 days but less than 60 days	If cancellation is requested 6 days and below after inception of cover - 80% the premium will be charged.
	If cancellation is requested 7 days up to 20 days after inception of cover - 90% of the premium will be charged.
	If cancellation is requested 21 days and above after inception of cover - 100% of the premium will be charged.
For Short term travel policy with Policy Period 60 days and above, but less than 180 days	If cancellation is requested 6 days and below after inception of cover - 70% the premium will be charged.
	If cancellation is requested 7 days up to 40 days after inception of cover - 80% of the premium will be charged.
	If cancellation is requested 41 days up to 50 days after inception of cover - 90% of the premium will be charged.
	If cancellation is requested 51 days and above after inception of cover - 100% the premium will be charged.

**CIVIL CODE ARTICLE 1250 WAIVER CLAUSE**

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

*"In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of establishment of the obligation shall be the basis of payment"*

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

## **IMPORTANT NOTICE**

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

### **Exhibit A**

#### **Assist America, Inc.'s Service Certificate for Malayan's Insured.**

Malayan Insurance Company, Incorporated (hereinafter known as "MICO") has arranged through an agreement with Assist America of the Philippines, Incorporated, 7/F King's Court I, 2129 Chino Roces Avenue, Makati City, Philippines, (hereinafter known as "AAPI") to provide its Insured (hereinafter known as Participant) the following Assist America services.

Only MICO shall have the sole authority to settle valid and compensable insurance claims and shall have the right to deny claims if the occurrence or accident is not covered in and/or excluded in from the policy.

Participant is eligible for the services described herein, under the provisions of the policy policies provided through MICO, as per attached identification card.

Now, therefore, AAPI agrees to provide Participants the Assist America services as described below under Service membership #63-AP-MIX-08031 or #63-AP-MIC-08031 as per the policy option specified in the identification card. All services described below, subject to certain limited exclusions as set forth in this Certificate, are provided by AAPI when Participants are traveling 100 miles or more from their legal residence or in another country that is not their country of residence. All services must be arranged by AAPI. No claims for reimbursement are accepted.

AAPI's Assist America program makes the following benefits available to Participants at no cost to the Participants or MICO:

- Medical consultation, evaluation and referral: At no cost to the Participants or MICO, participants have access to an Operations Center with multilingual medical staff on duty 24 hours a day, 365 days a year. Medical personnel are available for medical consultation, evaluations and referrals to Western-trained physicians.
- Hospital Admission Guarantee: At no cost to the Participants or MICO, AAPI will validate a Participant's medical insurance, as applicable or advance funds to a medical facility, to facilitate Participant's admittance to a foreign medical facility, as necessary. The Participant must repay any emergency hospital admittance deposit paid by AAPI within 45 days. Participants, through their health plan or other means, are responsible for costs incurred for medical services rendered by the treating medical facility.

- Medical evacuation: When an adequate medical facility is not available proximate to where the Participant is located, as determined by the AAPI physician and the consulting physician, AAPI will arrange an emergency evacuation, with medical supervision, by an appropriate means to the nearest medical facility capable of providing the required care, at no cost to the Participants or MICO.
- Medical Repatriation: At no cost to the Participants or MICO, when medically necessary, as determined by the AAPI physician and the consulting physician, repatriation under medical supervision to the Participant's legal residence at such time as the Participant is medically cleared for travel via commercial carrier, provided the repatriation could be accomplished without compromising the Participant's condition. If the time period to receive medical clearance to travel by common carrier exceeds fourteen days from the date of discharge from the hospital, an appropriate mode of transportation may be arranged, such as an air ambulance. Medical or non-medical escorts may be provided as necessary.
- Critical Care Monitoring: At no cost to the Participants or MICO, monitoring of Eligible Participant's condition by medical personnel who will (i) stay in regular communication with the attending physician and/or hospital and (ii) relay necessary and legally permissible information to family members.
- Transportation to Join Patient: Provide a designated family member or personal friend with an economy, round-trip, common carrier transportation to the major airport closest to the place of hospitalization, at no cost to the Participant or MICO, provided the Participant is traveling alone and is projected to be hospitalized for more than seven consecutive days. It is the responsibility of the family member or the friend to meet all visa and document requirements. At a Participant's request, AAPI will provide assistance with arrangements for the family member or the friend's accommodations.
- Prescription transfer or replacement: At no cost to the Participants or MICO, AAPI will aid in transferring and/or replacing a prescription when possible and legally permissible, upon authorization of the Insured's then attending physician. Participant is responsible for the cost of the prescription.
- Care and/or Transportation of Minor Children: When a minor child(ren) is left unattended as the result of a Participant's medical situation, AAPI will provide the child with transportation to home or to the home of a person designated by the Participant living in the same country as the Participant and child, at no cost to the Participants or MICO. If appropriate, an attendant will escort the child.
- Emergency Message Transmission: At no cost to the Participants or MICO, AAPI will receive and transmit emergency messages to/from home.
- Return of Mortal Remains: In the event of a Participant's death, AAPI will arrange and pay for the return of mortal remains. At no cost to the Participants or MICO, AAPI will render any assistance necessary in the transport including locating a local, licensed funeral home, mortuary or direct disposition facility to prepare the body for transport, completing all documentation, obtaining all legal clearances, procuring consular services (for death overseas), providing death certificates, purchasing the minimally necessary casket or air transport container, as well as

transporting the remains, including retrieval from site of death and delivery to receiving funeral home.

- **Return of Vehicle:** At no cost to the Participants or MICO, AAPI will return a Participant's fully operable personal automobile, as necessary, due to the medical situation.
- **Legal and Interpreter Referrals:** At no cost to the Participants or MICO, AAPI will provide the Participant with referrals to interpreters, counsellors or legal personnel, as requested.
- **Bail Bond Coordination:** At no cost to the Participants or MICO, AAPI will assist in coordinating a bail bond, wherever legally permissible.
- **Emergency Cash Assistance:** At no cost to the Participants or MICO, AAPI will coordinate emergency cash transfer. Source of funds is the responsibility of Participant.
- **Pre-trip and General Assistance Services:** At no cost to the Participants or MICO, AAPI will provide other support assistance services, as requested, such as assistance with lost documents, ticket replacement, and lost luggage. AAPI will also provide travel-related information such as addresses and telephone numbers of Embassies and Consulates, currency conversion, inoculation and visa requirements as well as telephonic access codes to the Philippines from foreign locations and other pertinent information.
- **Fulfillment/Communication Material:** At no cost to the Participants or MICO, AAPI will provide Identification Cards for Participants with the telephone numbers necessary to access an Operations Center.

**The Participant hereby acknowledges that AAPI's obligation to provide or contract for the above services is subject to the following conditions/exclusions:**

**Conditions:**

AAPI will not provide services in the following instances:

- Travel undertaken specifically for securing medical treatment
- Injuries resulting from participation in acts of war or insurrection
- Commission of an unlawful act(s)
- Attempt at suicide
- Incidents involving the use of drugs unless prescribed by a physician
- Transfer of Participant from one medical facility to another medical facility of similar capabilities and providing a similar level of care

AAPI will not evacuate or repatriate a Participant:

- Without medical authorization
- With mild lesions, simple injuries such as sprains, simple fractures, or mild sickness which can be treated by local doctors and do not prevent the Participant from continuing his/her trip or returning home
- With a pregnancy with a term of over six months
- With mental or nervous disorders unless hospitalized

**Exclusion:**

- Travel by a Participant's spouse when it is for the benefit of the spouse's employer (spouse business travel)

Legal actions arising hereunder shall be barred unless written notice thereof is received by AAPI within one (1) year from the date of event giving rise to such legal action.

While assistance services are available worldwide, transportation response time is directly related to the location/jurisdiction where an event occurs. AAPI is not responsible for failing to provide services or for delays in the delivery of services caused by strikes or conditions beyond its control, including by way of example and not by limitation, weather conditions, availability of airports, flight conditions, availability of hyperbaric chambers, communications systems, or where rendering of service is limited or prohibited by local law or edict.

All consulting physicians and attorneys are independent contractors and not under the control of AAPI. AAPI is not responsible or liable for any malpractice committed by professionals rendering services to an Insured.

MICO must reimburse AAPI for any service rendered upon its request that is beyond the scope of this Certificate.

MICO is responsible for issuing Identification Cards (as described above) to Participants. MICO acknowledges that failure to maintain in-force the insurance policy cited in paragraph two above will invalidate the Assist America program to the Participant and AAPI will have no obligation to provide any service to the Participant.

MICO hereby acknowledges its responsibility to verify a Participant's participation under this Certificate. There may be circumstances under which AAPI reasonably believes that a sick or injured person is a Participant but cannot verify participation through MICO, and, in the opinion of that person's then attending physician, an evacuation or repatriation is medically imperative. In such an event, MICO acknowledges its responsibility to verify participation at the earliest possible time but in no event shall the verification be later than 72 hours from AAPI's initial verification inquiry.

AAPI is not affiliated with the underwriter of MICO, and such underwriter shall not be held liable or responsible for any acts or omissions by AAPI in connection with or arising under the rendering of services described herein.