

# Corporate Business Travel Accident Insurance

CHUBB®

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# Corporate Business Travel Insurance Policy

## Policy Wording

Group Policy Number: BTAA03701

In consideration of the statements in the policy Application or other acceptable means of enrollment, which shall be the basis of this contract and the original copy of which is filed with the Insurance Company of North America (hereinafter called "Chubb Insurance") and made a part of this Policy, payment of premium in advance and subject to all the exclusions, provisions and other terms of this Policy, Chubb Insurance hereby insures the person named in the Policy Schedule (hereinafter called the "Insured") against loss and liability indicated in this Policy. Documentary stamps are affixed and properly cancelled with respect to this Policy.

## Definitions

**Accident or Accidental** means a sudden, unforeseen and fortuitous event.

**Accidental Death** means death occurring as a result of an Injury.

**Application** means the application for this Policy which forms an integral part hereof.

**Accompanying** means travelling with or travelling separately from but with the intention to meet or continue travelling with another Insured who is on a Journey (as defined herein) on the business of the Insured.

**Close Relative** means the Insured's Spouse, parent, parent-in-law, 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 provided such person is at the time of happening of an Event not more than seventy-five (75) years of age.

**Dependent Children** means the Insured's unmarried dependent children, including stepchildren or legally adopted children who are under eighteen (18) years of age or, who are under twenty-one (21) years of age in case they are full-time students at an accredited institution of higher learning, and are primarily dependent upon the Insured for maintenance and support.

**Effective Date** means the date on which insurance under this Policy commences as stated in the Policy Schedule.

**Employee** means any person in the service of the Insured including directors (executive and non-executive) and includes consultants, contractors, sub-contractors and/or self-employed persons undertaking work on behalf of the Insured.

**Event(s)** means the event(s) described in the Table of Events set out in Section 1 of this Policy.

**Excess** means the first amount of each and every claim payable by the Insured.

**Excess Period** means the period of time following an Event giving rise to a claim for which benefits are not payable.

**Incidental Private Travel** means travel which is private and taken either alongside of or during an authorized business trip. The incidental travel portion must not exceed more than sixty percent (60%) of the period allotted for the trip in its entirety unless authorized by Chubb Insurance.

**Injury** means a bodily injury resulting from an Accident, which must :

- a) be caused by violent, external and visible means;
- b) occur during the Period of Insurance; and
- c) result solely and independently of any other causes, including any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Injury).

**Insured** means such person or persons who come within the description of Insured in the Schedule and with respect to whom premium has been paid or agreed to be paid.

For an Insured who:	Where loss occurs during the period of three hundred and sixty-five (365) consecutive days:	Where Pre-Existing Condition first arose during the period of three hundred and sixty-five (365) consecutive days:
i. was an employee/member of the Policyholder as at the Effective Date of this Policy	Immediately on the Effective Date of this Policy	Immediately preceding the Effective Date of this Policy
ii. became an employee/member of the Policyholder after the Effective Date of this Policy	Immediately on the commencement date of his employment/membership with the Policyholder	Immediately preceding the commencement date of his employment/membership with the Policyholder

**Journey** means any trip made by the Insured which commences two (2) hours before the Insured's scheduled departure time and ceases two (2) hours after the scheduled arrival time.

**Period of Insurance** means the period of insurance coverage of this Policy shown on the Policy Schedule.

**Physician** means a legally licensed physician or surgeon duly registered and practicing within the scope of their license pursuant to the laws of the country in which such practice is maintained. It shall not include the Insured or a Close Relative of the Insured unless approved by Chubb Insurance.

**Policy** means this document, the Application and the Policy Schedule describing the insurance contract between the Insured and Chubb Insurance. 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 Chubb Insurance and countersigned by the Insured.

**Policyholder** means the employer / policy owner / payor of this Policy.

**Policy Schedule** means the schedule attached to this Policy.

**Serious Injury or Serious Sickness** means Injury or Sickness that causes Total Disablement (as defined in Section 1 of this Policy) and is certified as totally disabling by the attending Physician. It does not include a terminal condition diagnosed prior to the commencement date of the Journey 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 Journey; 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 Journey.

**Sickness** means any illness or disease of the Insured occurring during a Journey but does not include a terminal condition of the Insured diagnosed prior to the commencement date of the Journey.

**Spouse** means the Insured's legal husband or wife.

## Description of Benefits

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### Section 1 - Personal Accident Benefit

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#### *Extent of Benefit*

#### Personal Accident

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If during the Period of Insurance and while on a Journey, the Insured suffers from an Event described in the Table of Events (Lump Sum Benefits) below as a result of an Injury, Chubb Insurance will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown for that Event on the Schedule against Section 1.

#### Definitions Under Section 1

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**Fingers, Thumbs or Toes** means the digits of a Hand or Foot.

**Foot** means the entire foot below the ankle.

**Hand** means the entire hand below the wrist.

**Limb** means the entire Limb between the shoulder and the wrist or between the hip and the ankle.

**Loss** means in connection with:

- a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b) an eye, total and Permanent loss of all sight in the eye;
- c) hearing, total and Permanent loss of hearing;
- d) speech, total and Permanent loss of the ability to speak; and which in each case is caused by Injury.

**Paraplegia** means the Loss of use of both legs and the Permanent Loss of use of the whole of or part of the lower half of the body.

**Permanent** means the condition having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

**Quadriplegia** means the Loss of use of both arms and both legs.

**Total Disablement** means the inability of the Insured to engage in, or to attend to any occupation or business.

Table of Events Covered Under Section 1 - Lump Sum Benefits

Coverage for an Event under this part applies only if an amount for that Event is shown on the Policy Schedule against Section 1 – Lump Sum Benefits.

<b>The Events</b> <b>The occurrence of any of the following Event(s), within twelve (12) months of the date of the Injury shall give rise to a claim for the corresponding benefits indicated in the opposite column:</b>	<b>The Benefit</b> <b>The percentage of the amount indicated in the Policy Schedule for claims in accordance with Section 1 of this Policy is shown below:</b>
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of two (2) Limbs	100%
7. Loss of use of one (1) Limb	100%
8. Loss of hearing in: a) both ears b) one (1) ear	50% 20%
9. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	75%
10. Permanent Loss of the lens of one (1) eye	60%
11. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%

Additional Benefits Under Section 1

*Exposure*

If during the Period of Insurance and while on a Journey, the Insured is exposed to the elements as a result of an Accident and, within twelve (12) months of the Accident, the Insured suffers from any of the Events as a direct result of that Accident, the Insured shall be deemed to have suffered an Injury on the date of the Accident.

### *Disappearance*

If during the Period of Insurance and while on a Journey, the Insured disappears following the disappearance, sinking or wrecking of a conveyance in which the Insured was traveling and the body of the Insured has not been found within twelve (12) months from the date of the disappearance, sinking or wrecking of the conveyance, the Insured will be deemed to have suffered Accidental Death as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance. If the benefit for Event 1 in the Table of Events (Accidental Death) is payable because of a disappearance, Chubb Insurance will only pay such benefit if the legal heirs of the Insured give Chubb Insurance a signed undertaking that the amount paid will be returned to Chubb Insurance, if it is later found that the Insured is alive or did not suffer Accidental Death.

### *Insured's Spouse Accidental Death Benefit*

If during the Period of Insurance and while the Insured is on a Journey, the Insured's Spouse (who is not accompanying the Insured) suffers an Accidental Death, Chubb Insurance will pay the Insured a lump sum benefit as stated in the Policy Schedule.

### *Education Fund Supplement Benefit*

If during the Period of Insurance and while on a Journey, the Insured suffers Accidental Death and is survived by Dependent Children, Chubb Insurance will pay a lump sum benefit for each surviving Dependent Child subject to a maximum benefit as stated in the Policy Schedule.

### *Hijack, Riot, Strike or Civil Commotion*

For the purpose of Section 1 hereof, General Exclusion 3 shall not apply to an Injury sustained as a result of Hijack (as defined in Section 3), riot, strike or civil commotion.

### Conditions Under Section 1

1. If the Insured suffers an Injury resulting in the payment of a benefit for any one of Events 2 to 7, Chubb Insurance will not be liable under Section 1 of this Policy for any subsequent Injury to the Insured for the rest of the Period of Insurance.
2. Benefits shall not be payable for more than one of Events 1 to 11 in respect of the same Injury.
3. Conditions for the payment of benefits:
  - a) All benefits shall be payable to the Insured or such person or persons and in such proportions as the Insured shall designate.
  - b) The benefit payable in respect of an Insured under eighteen (18) years of age for Event 1 in the Table of Events (Accidental Death) will be a lump sum benefit as stated in the Policy Schedule.

### Exclusions Under Section 1

No benefit shall be payable for an Event covered by Section 1 of this Policy under any of the following circumstances:

1. Injury or Sickness which is partly or wholly attributable to childbirth or pregnancy or any complications arising therefrom;
2. Injury or Sickness sustained while the Insured is riding or traveling on a motorcycle;
3. Injury or Sickness sustained while the Insured is engaged in big game hunting, riding or driving in any kind of race, professional sport and air travel (other than as a passenger in any properly licensed private and/or commercial aircraft), water sports, winter sports, mountaineering, rock climbing, hiking, trekking, hitchhiking, backpacking and all underwater sports (unless with additional premium and with the approval of Chubb Insurance) and any activity involving the Insured being airborne (whether suspended or not);
4. The Insured failed to exert every reasonable effort to avoid any Injury to minimize any claim under this Policy, or the Insured is contributorily negligent;
5. Injury or Sickness sustained while the Insured is taking part in a brawl or taking part in inciting a brawl;
6. Injury or Sickness sustained while the Insured is under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind unless it is proven that the drug was medically prescribed and was taken in accordance with the proper medical prescription;

7. Injury or Sickness sustained in relation to cosmetic surgery, apart from reconstructive surgery required by a covered Accident.

## Section 2 - Hijack & Detention Benefits

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### *Extent of Benefit*

#### *Hijack*

If during the Period of Insurance and while on a Journey, the Insured is forcibly Detained for more than twelve (12) hours as a direct result of a Hijack, Chubb Insurance will pay the Insured the daily amount shown in the Policy Schedule against Section 2, for every day of continued Detention up to the maximum amount as shown in the Policy Schedule against Section 2.

#### *Detention*

If during the Period of Insurance and while on a Journey, the Insured is Detained by any government, state or other lawful authority for any reason (other than specified below), Chubb Insurance will pay the Insured the daily amount as shown in the Policy Schedule against Section 2, for every day of Detention up to the maximum period as shown in the Policy Schedule against Section 2.

## Definitions Under Section 2

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### **Conveyance** means

1. any bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, tram, monorail or train, provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; and
2. any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers.

**Detention/Detained** means restraint by way of custody or confinement against the Insured's will.

**Hijack** means the seizing of control by unlawful means and for an unlawful purpose of a Conveyance on which the Insured is a passenger.

### *Legal Costs Benefit*

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In the event the Insured incurs legal costs as a result of being Detained, Chubb Insurance will reimburse the Insured the legal costs up to the maximum amount as shown in the Policy Schedule against Section 2.

## Exclusion Under Section 2

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Chubb Insurance shall not be liable for any Detention attributable to the Insured's act/s of violation of the law of or commission of a crime in any country or state during the Period of Insurance and while on a Journey.

## Section 3 - Medical & Additional Expenses and Cancellation & Curtailment Expenses Benefits

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### *Extent of Benefit*

#### *Medical and Additional Expenses*

If during the Period of Insurance and while on a Journey, the Insured sustains Accidental Death or suffers an Injury or Sickness, Chubb Insurance will reimburse the Insured for Medical and Additional Expenses, for a period of up to twelve (12) months from the date of Injury or Sickness up to the amount as shown in the Policy Schedule against Section 3.

#### *Cancellation and Curtailment Expenses*

If during the Period of Insurance and while on a Journey, the Insured necessarily incurs reasonable additional or forfeited travel, hotel or out-of-pocket expenses as a result of Accidental Death, Serious Injury or Serious Sickness of a Close Relative, business partner or traveling companion of an Insured, or any other unforeseen

circumstances outside the control of the Insured, Chubb Insurance will reimburse the Insured for these expenses up to the maximum amount as shown in the Policy Schedule against Section 3.

### Definitions Under Section 3

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#### **Medical and Additional Expenses** means

- a. all reasonable costs necessarily incurred outside of the Insured's country of residence for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Physician and additional expenses or forfeited travel, hotel or out-of-pocket expenses, reasonably and necessarily incurred as a direct result of the Insured's Accidental Death, Injury or Sickness;
- b. expenses related to the evacuation of the Insured as a direct result of the Insured's Injury or Sickness, including necessary expenses incurred for qualified medical staff to accompany the Insured, provided that such evacuation is recommended by a Physician;
- c. reasonable travel and accommodation expenses of a maximum of two (2) Close Relatives or traveling companions of the Insured who, as a result of the Insured's Injury and Sickness, are required to travel or remain with the Insured on written medical advice from a Physician;
- d. all expenses incurred in repatriating the Insured to the most suitable hospital or to the Insured's home address, provided that the repatriation is a direct result of the Insured suffering an Injury or Sickness, and is necessary according to the Physician's medical advice, and finally, it is organized by Chubb Assistance in accordance with Section 4 of this Policy;
- e. reasonable funeral expenses incurred outside of the Insured's country of residence for the burial or cremation of the Insured or costs (excluding funeral and interment costs) incurred in transporting the Insured's body or ashes and personal effects back to a place nominated by the legal heirs of the Insured, as a direct result of the Insured's death. In either event, the maximum amount Chubb Insurance will pay for funeral expenses will not exceed the amount as shown in the Policy Schedule against Section 3;
- f. ongoing Medical & Additional Expenses incurred after the Insured's return to the Insured's country of residence, for a period of up to twelve (12) months, as a direct result of Injury or Sickness.

### Extensions Under Section 3

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#### *Continuous Worldwide Bed Confinement Benefit*

If during the Period of Insurance and while on a Journey, the Insured is confined in a hospital as an in-patient upon recommendation of a Physician for a period in excess of forty-eight (48) hours, Chubb Insurance will pay the Insured the daily amount up to the maximum number of days as shown in the Policy Schedule against Section 3.

### Exclusions Under Section 3

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No benefit shall be payable under Section 3 of this Policy under any of the following circumstances:

1. Injury or Sickness sustained while the Insured is riding or traveling on a motorcycle;
2. Injury or Sickness sustained while the Insured is engaged in big game hunting, riding or driving in any kind of race, professional sport and air travel (other than as a passenger in any properly licensed private and/or commercial aircraft), water sports, winter sports, mountaineering, rock climbing, hiking, trekking, hitchhiking, backpacking and all underwater sports (unless with additional premium and with the approval of Chubb Insurance) and any activity involving the Insured being airborne (whether suspended or not);
3. The Insured failed to exert every reasonable effort to avoid any Injury, to minimize any claim under this Policy, is contributorily negligent;
4. Injury or Sickness sustained while the Insured is taking part in a brawl or taking part in inciting a brawl;
5. Injury or Sickness sustained while the Insured is under the influence of alcohol, addictive drugs, narcotic drugs to the extent of being unable to control one's mind unless it is proven that the drug was medically prescribed and was taken in accordance with the proper medical prescription;
6. Pre-existing conditions, mental and nervous disorders, including but not limited to insanity, venereal disease;
7. Injury or Sickness sustained in relation to cosmetic surgery, apart from reconstructive surgery required by a covered Accident;

8. Any treatment or surgical operation for congenital deformities and circumcision;
9. 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;
10. Non-emergency medical check-ups;
11. Vaccinations and their complications;
12. Any expenses for a service not approved and arranged by Chubb Assistance, except that Chubb Insurance reserves the right to waive this exclusion in the event the Insured and/or his traveling companions cannot, for reasons beyond his control, notify Chubb Assistance, during an emergency medical situation. In any event, Chubb Insurance reserves the right to reimburse the Insured only for those expenses incurred for services which Chubb Assistance would have provided under the same circumstances and up to the limits indicated under the selected plan;
13. A Journey undertaken against the advice of a Physician, or when the Insured is unfit to travel, or if the purpose of the Journey is for the Insured to seek medical attention;
14. Expenses incurred after the period of twelve (12) months from the date the Insured sustains an Accidental Death or suffers an Injury or Sickness;
15. Expenses incurred as a consequence of a condition wholly or partly caused by childbirth, pregnancy or any complications thereof, unless such expenses relate to emergency medical complications that are not considered routine treatment and are incurred before the twenty-sixth (26<sup>th</sup>) week term of pregnancy;
16. Expenses incurred as a result of the rendering in country of residence of a professional service for which a government medical care benefit is or would be payable;
17. Expenses recoverable by the Insured from any other source;
18. Expenses incurred for any medication for a condition which commenced prior to the commencement of a Journey and which such medication the Insured has been advised to continue during travel;
19. Expenses incurred for routine medical, optical or dental treatment or consultation;
20. Expenses arising directly or indirectly out of:
  - a) cancellation, curtailment or diversion of scheduled public transport services, including those occurring by reason of strikes or other industrial action, if there had been warning before the date the Journey was booked that such events were likely to occur;
  - b) delays caused by the carrier where the expenses are recoverable from the carrier;
  - c) any business or financial or contractual obligations of the Insured or any other person;
  - d) disinclination on the part of the Insured or of any other person traveling with the Insured to travel;
  - e) the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour; or
  - f) the refusal, failure or inability of any person, company or organization, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organization with whom or with which they deal.

#### Section 4 - Chubb Assistance Benefit

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Chubb Assistance services are provided by INTERNATIONAL SOS (PHILS.), INC., a company incorporated in the Philippines with registered office located at Suite 1205/6 OMM-CITRA Building, San Miguel Avenue, Ortigas Center, Pasig City 1600 Philippines ("Chubb Assistance"), subject to the terms and conditions as agreed between Chubb Insurance and Chubb Assistance.

##### *Extent of Benefit*

If during the Period of Insurance and while on a Journey, the Insured requires Emergency Assistance, the Insured should immediately contact Chubb Assistance on the telephone number provided in the Chubb Assistance card. Chubb Assistance will provide the Insured with such Emergency Assistance that it considers necessary.

Emergency Assistance may include any one or more of the following services but only if they are considered necessary and could be reasonably provided by Chubb Assistance under the circumstances:

1. repatriation of the Insured to the most suitable hospital or to the Insured's home address, which will be organized by Chubb Assistance through the most appropriate method including, if necessary, the use of air services;
2. payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany the Insured in connection with his repatriation;
3. payment of other emergency assistance expenses;
4. worldwide 24-hour telephone access to the Chubb Assistance network;
5. emergency travel assistance;
6. emergency medical evacuation;
7. medically supervised repatriation;
8. assistance in replacing a lost or stolen passport;
9. legal assistance referral;
10. interpreter access and referral;
11. compassionate visit if traveling alone and hospitalized for more than a week;
12. assistance in tracing delayed or lost luggage; and
13. repayment of approved medical services or redirection of hospital accounts to Chubb Insurance.

#### Conditions Under Section 4

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In order for the Insured to avail of the Chubb Assistance services pursuant to Section 4 hereof, the following conditions must be met:

1. Chubb Assistance must be promptly informed by the Insured of any potential claim under this Section.
2. The Insured must not attempt to resolve problems encountered without advising Chubb Assistance as this may prejudice reimbursement of expenses.
3. In the event Chubb Assistance provided services in good faith to any person not insured under this Policy, the Insured shall reimburse Chubb Insurance for all costs incurred.
4. Any undertaking/arrangements on behalf of the Insured who does not make contact with Chubb Assistance and/or prejudices the rights of Chubb Insurance shall not be considered.

#### Section 5 - Loss of Travel and Accommodation Deposits Benefit

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##### *Extent of Benefit*

##### Loss of Travel and Accommodation Deposits

If during the Period of Insurance, the Insured incurs loss of Travel and Accommodation Deposits paid in advance of a proposed Journey as a result of any Unforeseen Circumstance, Chubb Insurance will reimburse the Insured for those expenses up to the maximum amount as shown in the Policy Schedule against Section 5.

##### Definitions Under Section 5

**Travel and Accommodation Deposits** means any amount that the Insured has paid or is liable to pay by reason of contract, for the supply of transportation of any type, accommodation, food or conference/seminar facilities, which the Insured was not able to use as a result of any Unforeseen Circumstance.

**Unforeseen Circumstance** means any of the following circumstances:

- a. the Insured sustains an Injury or contracts a Sickness which results in the Insured being certified by a Physician as unfit to commence the Journey;
- b. a Close Relative, traveling companion or business associate of the Insured dies unexpectedly, sustains a Serious Injury or contracts a Serious Sickness and a Physician certifies that the presence of the Insured is necessary for the health of that Close Relative, traveling companion or business associate;
- c. the Insured's residence or business suffers major loss or damage; or
- d. any other analogous circumstance outside the control of the Insured which is determined by Chubb Insurance to be an Unforeseen Circumstance.

## Exclusions Under Section 5

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Chubb Insurance shall not be liable for any loss attributable to:

1. cancellation, curtailment or diversion of scheduled public transport services, including those occurring by reason of strikes or other industrial action, if there has been warning before the date the Journey or tour was booked that such events were likely to occur;
2. carrier caused delays where the cost of the expenses is recoverable from the carrier;
3. any business, financial or contractual arrangements or obligations of the Insured or any other person;
4. any change of plans or disinclination on the part of the Insured or of any other person to travel;
5. the inability of the tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour;
6. the refusal, failure or inability of any person, company or organization, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organization with whom or with which they deal; or
7. childbirth or pregnancy or any complications therefrom.

## Section 6 – Baggage/Business Property, Electronic Equipment or Money/Travel Documents and Deprivation of Baggage Benefits

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### *Extent of Benefits*

#### Baggage/Business Property, Electronic Equipment or Money/Travel Documents

If during the Period of Insurance and while on a Journey, the Insured sustains loss of, theft of or damage to Baggage/Business Property, Electronic Equipment or Money/Travel Documents, Chubb Insurance will indemnify the Insured in respect of such loss or damage up to the maximum amount as shown in the Policy Schedule against Section 6.

#### Deprivation of Baggage

If during the Period of Insurance and while on a Journey, the Insured's Baggage is delayed, misdirected or temporarily mislaid by any transport carrier for more than eight (8) consecutive hours, Chubb Insurance will reimburse any reasonable expenses incurred by the Insured in purchasing essential replacement clothing and toiletries up to the maximum amount as shown in the Policy Schedule against Section 6.

#### Definitions Under Section 6

**Baggage** means personal property belonging to the Insured or for which the Insured is legally responsible, taken on the Journey or acquired during the Journey but shall not include household furniture or effects unless acquired during the Journey.

**Business Property** means office equipment and the replacement value of plans, business papers, specifications, manuscripts and stationery.

**Electronic Equipment** means personal/business lap top computers.

**Money/Travel Documents** means coins, bank notes, postal and money orders, travelers' and other cheques, letters of credit, automatic teller machine cards, passports, travel tickets, visas, entry permits, credit cards, petrol coupons and other similar documents in the possession or control of the Insured.

#### Additional Benefit Under Section 6

In respect of coins or bank notes held for the purpose of a Journey, coverage shall commence at the time of collection from a financial institution or seventy-two (72) hours prior to the commencement of the Journey, whichever is later, and shall continue for seventy-two (72) hours after termination of the Journey or until deposit of the coins or bank notes in a financial institution, whichever occurs first.

## Conditions Under Section 6

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Availment of the benefits under Section 6 is subject to the following conditions:

1. The Insured shall take all reasonable precautions for the safety and supervision of Baggage/Business Property, Electronic Equipment or Money/Travel Documents;
2. In the event that payment is made under this Section in respect of any property, Chubb Insurance shall be entitled to take and keep possession of such property and to deal with it in any manner Chubb Insurance sees fit;
3. The maximum amount Chubb Insurance will indemnify the Insured in respect of loss arising from unauthorized or fraudulent use of Money/Travel Documents is Php 10,000.00;
4. The maximum amount Chubb Insurance will pay for any one set or pair of items is twenty-five percent (25%) of the amount shown in the Policy Schedule against Section 6, unless otherwise specified in the Policy Schedule;
5. In no event shall Chubb Insurance pay more for benefits provided under Section 6 than the amount shown in the Policy Schedule against that Section 6;
6. An Excess will apply for each claim for the loss of, theft of or damage to Electronic Equipment, which shall be the Excess specified in the Policy Schedule against Section 6, or if no Excess is specified, ten percent (10%) of the value of the claim.

## Exclusions Under Section 6

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Chubb Insurance shall not be liable for any loss or damage:

1. in respect of Baggage/Business Property, Electronic Equipment or Money/Travel Documents:
  - a) not reported to either the police or the transport carrier as a result of which, no written report is made available at the time of making a claim;
  - b) due to confiscation by customs authorities or any other lawful authority where the Insured's use and/or possession of such item/s is unlawful; or
  - c) recoverable from any other source.
2. in respect of Baggage/Business Property and Electronic Equipment,
  - a) shipped under any freight agreement or sent by postal or courier services;
  - b) to vehicles or its accessories;
  - c) to any goods intended for trade or sale;
  - d) to damage to any electronic data or software caused by:
    - i. activity of moths, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
    - ii. mechanical or electrical failure;
    - iii. any process of cleaning, restoring, repairing or alteration;
    - iv. scratching or breaking of fragile or brittle articles, if attributable to the negligence of the Insured.
3. in respect of Electronic Equipment:
  - a) where theft or attempted theft occurs while such equipment is unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless the Insured has no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation);
  - b) while carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany the Insured as personal cabin baggage.
4. in respect of Money/Travel Documents:
  - a) arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions;

- b) of cheques, bank notes, postal and money orders, credit cards, or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage;
- c) loss of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the Journey.

#### Section 7 - Alternative Employee / Resumption of Assignment Expenses Benefit

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##### *Extent of Benefit*

If during the Period of Insurance, the Insured necessarily incurs Alternative Employee Expenses or Resumption of Assignment Expenses as the direct result of a Close Relative, business partner or traveling companion of the Insured suffering Accidental Death, Serious Injury or Serious Sickness on a Journey, or pursuant to an event for which a claim can be made under Cancellation/Curtailment Expenses in Section 3 hereof, Chubb Insurance will pay the Insured for such expenses up to the maximum amount as shown in the Policy Schedule against Section 7.

##### Definitions Under Section 7

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**Alternative Employee Expenses** means reasonable and necessary expenses incurred in sending a substitute person to complete the business activities of the Insured. Expenses shall be limited to an economy return air flight within the country of residence and a business class return air flight for international air trips outside the country of residence (except where international travel would have been arranged by the Insured in economy class) and other essential expenses incurred in the transportation of the substitute person.

**Resumption of Assignment Expenses** means all reasonable and necessary expenses incurred in returning the Insured to re-commence an assignment within ninety (90) days after returning to the Insured's country of residence as a result of the claim being admitted under Cancellation/Curtailment Expenses in Section 3 hereof. Expenses shall be limited to a business class air flight (or economy, if that was the class of ticket used by the Insured on the original Journey) and other essential expenses incurred in such transportation of the Insured.

##### Exclusions Under Section 7

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Chubb Insurance shall not be liable for any expenses:

1. where the Insured undertakes a Journey against the advice of a Physician;
2. which the Insured had paid or budgeted for before the commencement of a Journey; or
3. incurred wholly or partly as a consequence of childbirth or pregnancy or any complications therefrom.

#### Section 8 - Personal Liability Benefit

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##### *Extent of Benefit*

If during the Period of Insurance and while on a Journey, the Insured becomes legally liable to pay damages in respect of either Bodily Injury to any person or loss of or damage to property and such injury or damage is caused by an Accident, Chubb Insurance will indemnify the Insured against such damages up to the maximum amount as shown in the Policy Schedule against Section 8.

Included in this benefit are all legal costs and expenses incurred with the written consent of Chubb Insurance in connection with the defense of claims against the Insured which may be the subject of any indemnity under this Section.

Chubb Insurance will also pay all legal costs and expenses, which are recoverable by a claimant from the Insured and/or incurred with the written consent of Chubb Insurance in the investigation or defense of any claim up to the maximum amount shown in the Policy Schedule, in addition to the amount as shown in the Policy Schedule against Section 8.

## Conditions Under Section 8

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No admission, offer, promise, payment or indemnity shall be made without Chubb Insurance's written consent.

Chubb Insurance shall be entitled to take over and conduct in the Insured's name, the defense or settlement of any claim. Chubb Insurance shall have full discretion in the handling of any legal or administrative proceedings in any court, tribunal, administrative body or any other quasi-judicial agency.

Chubb Insurance may at any time pay the Insured, in connection with any claim or series of claims arising from the original cause, the amount shown in the Policy Schedule against Section 8 [after deduction of any amount(s) already paid as compensation] or any lesser amount for which such claim(s) can be settled and upon such payment being made. Chubb Insurance shall be under no further liability in connection with such claim(s), except for the payment of Legal costs and expenses recoverable or incurred prior to the date of such payment.

## Exclusions Under Section 8

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Chubb Insurance shall not be liable in respect of:

1. injury to any person arising in the course of their employment, contract of service or apprenticeship with the Insured;
2. loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured or any of the Employees of the Insured;
3. injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle, aircraft or watercraft, when the Insured is the owner, driver or pilot thereof or has it in the care, custody or control of the Insured or where the pilot is an Employee or agent of the Insured;
4. injury, loss or damage to property caused by or arising from:
  - a) the nature of products sold by the Insured;
  - b) advice furnished by the Insured;
  - c) the conduct of the Insured's business, trade or profession;
5. liability assumed under contract unless such liability would have arisen in the absence of such contract;
6. moral, exemplary or punitive damages, or the payment of any fine or penalty;
7. transmission of communicable disease by the Insured;
8. sexual molestation, corporal punishment or physical or mental abuse;
9. pollution, which includes the alleged or potential introduction of substances which makes the environment impure or harmful. (Chubb Insurance 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 Philippines); or
10. loss or damage to property while the Insured is suffering from mental and nervous disorders, including but not limited to insanity.

## Section 9 - Missed Transport Connection Benefit

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### *Extent of Benefit*

If during the Period of Insurance and while on a Journey, the Insured misses a transport connection due to any unforeseen circumstances outside the Insured's control and is unable to arrive at an officially scheduled meeting or conference which cannot be delayed because of the Insured's late arrival, Chubb Insurance will pay the reasonable extra expenses actually and necessarily incurred, net of any recoveries to which the Insured may be entitled from any carrier, to enable the Insured to use alternative scheduled public transport services and arrive at his destination on time up to the maximum amount as shown in the Policy Schedule against Section 9.

## Exclusions Under Section 9

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Chubb Insurance will not be liable for:

1. any missed transport connection arising from a business commitment or a financial or contractual obligation of the Insured or any traveling companion, business associate or Close Relative of the Insured; or
2. claims arising from the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the number of people required to commence any Journey or tour.

## Section 10 – Rental Vehicle Excess Benefit

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### *Extent of Benefit*

If during the Period of Insurance and while on a Journey, the Insured rents or hires a rental vehicle and that rental vehicle is involved in a collision while under the control of the Insured, or the rental vehicle is stolen or damaged, Chubb Insurance will reimburse the Insured for the chosen rental vehicle but only up to the maximum amount as shown in the Policy Schedule against Section 10.

## Conditions Under Section 10

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As part of the arrangement for the rent or hire of the rental vehicle, the Insured must take all compulsory motor vehicle insurance provided by the rental organization against loss or damage to the rental vehicle during the rental period.

## Exclusions Under Section 10

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Chubb Insurance shall not be liable for any claims attributable to:

1. the Insured not holding a valid motor vehicle driver's license;
2. the Insured being in charge of a rental vehicle while under the influence of alcohol or a drug not prescribed by a Physician or with a percentage of alcohol in his breath, blood or urine in excess of that permitted by law at the time and place of the incident;
3. the illegal or criminal use of a rental vehicle by the Insured.

## General Exclusions Applicable to All Sections of This Policy

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Chubb Insurance shall not pay benefits with respect to any loss, damage, liability, Event, Injury or Sickness which:

1. results from the Insured engaging in or taking part in:
  - a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
  - b) training for or participating in professional sport of any kind.
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by the Insured, his/her Spouse, person Accompanying the Insured, or Dependent Children;
3. results from war (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular uprising against the government, riot, strike;
4. results from or involves the illegal, criminal or unlawful act by the Insured or any legal or authorized confiscation, detention, destruction by customs officials or other government authorities;
5. results from or involves any prohibitions or regulations by any government;
6. results from or involves 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;

7. results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);  
or
8. results from the use, existence or escape of nuclear weapons material or ionizing radiation from or exposure to radiation from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

Chubb Insurance shall not also pay any claim with respect to any Insured who is over seventy-five (75) years of age at the time of loss, damage, liability, Event, Injury or Sickness.

## General Conditions Under the Policy

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### Premium Payment

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

### Grace Period

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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 canceled, terminated or has not been renewed in accordance with the provisions of this Policy. However, if loss occurs within the Grace Period for which Chubb Insurance shall be obligated to pay benefits under this Policy, any premium then due and unpaid will be deducted in settlement.

### Change of Business Activities

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The Insured must inform Chubb Insurance as soon as is reasonably practicable of any alteration in the business and the correlated traveling activities of the Insured which increases the risk of a claim being made under this Policy.

If the Insured be injured after having changed his occupation to one classified by Chubb Insurance as more hazardous than that stated in this Policy or while doing, for compensation, anything pertaining to an occupation so classified, Chubb Insurance will pay only such portion of the indemnities provided in this Policy as the premium paid would have purchased at the rates and within the limits fixed by Chubb Insurance for such more hazardous occupation.

If the Insured changes his occupation to one classified by Chubb Insurance as less hazardous than that stated in this Policy, Chubb Insurance, upon receipt of proof of such change of occupation, will reduce the premium rate accordingly, and will return the excess pro-rata unearned premium from the date of change of occupation or from the Policy anniversary date immediately preceding receipt of such proof, whichever is more recent.

The classification of occupational risk and premium rates shall be those existing as of the date this Policy was first issued or, if there has been renewal of this Policy, as of the date it was last renewed, whichever is applicable.

### Currency

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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

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(This condition is only applicable to Section 1 of this Policy).

1. Except as stated below, the total liability of Chubb Insurance for all claims arising under this Policy during any one Period of Insurance shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability (A).

2. Chubb Insurance's total liability for all claims arising under this Policy during any one Period of Insurance relating directly to air travel in aircraft which are not flown in accordance with fixed flying schedules, over specific air 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, Chubb Insurance shall reduce the payments made with respect to each Insured in such manner as Chubb Insurance may determine. Any determination as to the amount payable in these circumstances shall be made at the entire discretion of Chubb Insurance and shall not be the subject of any challenge of any kind.

#### Enrollment

Enrollment for this Policy will be allowed using any of the methods stated below:

- a. Submission by the proposed Insured of completed and signed Application transmitted by personal, postal or messengerial delivery;
- b. Submission by the proposed Insured of completed and signed Application transmitted by facsimile;
- c. Submission by the proposed Insured of completed Application form via electronic mail; or
- d. Verbal agreement and acceptance by the proposed Insured confirmed via recorded telephone conversation with an authorized representative of Chubb Insurance, as such submission of written Application is waived

The following documents and/or information will form part of this Policy:

- a. Completed and signed Application transmitted by personal, postal or messengerial delivery;
- b. Completed and signed Application transmitted by facsimile;
- c. Completed Application transmitted via electronic mail; and/or
- d. Tape, computer disc or any other medium used for the storage of recorded telephone conversation.

#### Addition or Removal of Insured

Any new employee/member whom the Policyholder may engage/accept during the effectivity of this Policy will be automatically covered from the day such employee/member is employed/accepted by the Policyholder, provided that such employee/member is within an occupation category similar in nature to that of an existing Insured. Any existing Insured shall automatically cease to be covered upon his leaving the employ/membership of the Policyholder.

The premium payable shall be based on the declaration of the Policyholder, at the beginning of each Period of Insurance, in respect of the expected traveling pattern of its employees/members for that period.

#### Assistance and Cooperation

The Insured shall cooperate with Chubb Insurance 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.

#### 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 by an Insured and the truth of the statements and answers in any proposal and/or Application and of evidence required from an Insured in connection with this Policy shall be conditions precedent to any liability of Chubb Insurance to give any payment due under this Policy.

## Notice of Claim or Loss

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In case of hospitalization or medical emergency, the Insured, a person traveling with him/her, or the treating medical authority must contact Chubb Insurance or Chubb Assistance immediately to verify coverage and arrange the appropriate medical care. In case of Injury or Accidental Death, written notice of claim must be given to Chubb Insurance within thirty (30) 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 Chubb Insurance as soon as possible, take immediate steps to protect, save and/or recover the covered property, give immediate notice to the 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.

## Subrogation

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In the event of any payment under the Loss or Damage of Baggage and Personal Effects, Personal Money and Travel Document and Personal Liability Coverage in this Policy, Chubb Insurance shall be subrogated to all the Insured's rights of recovery therefore 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 Chubb Insurance by subrogation.

## Claim Forms

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Upon receipt of a notice of claim, Chubb Insurance will furnish to the claimant such forms usually required by Chubb Insurance 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 Chubb Insurance may reasonably require in support of a claim, shall be furnished by the Insured.

## Proof of Loss

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Written proof of loss including the original Policy/certificate, original receipt, invoices and all other relevant documents must be furnished to Chubb Insurance within thirty (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

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Chubb Insurance 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 Indemnities Payable

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Benefits payable under this Policy shall be paid to the Insured or, in the event of his death, to the person or persons then surviving in the following order of preference:

- a) Legal spouse;
- b) Children;
- c) Parents;
- d) Brothers and sisters;
- e) Insured's estate.

Any receipt which the Insured or anyone acting on Insured's behalf may give to Chubb Insurance for benefits payable under this Policy shall be deemed a final and complete discharge of all liability of Chubb Insurance in respect of such benefit.

### Time of Payment of Claim

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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 Chubb Insurance of due written proof of such loss and after ascertainment of the loss is made by the agreement between Chubb Insurance and the Insured or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by Chubb Insurance 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 Chubb Insurance 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.

### One-Way Journey

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This Policy is extended to cover one-way Journeys provided the Insured has a confirmed ticket directly back to the country where the Insured is a permanent resident. Transits at other countries are allowed provided the Insured is confined to the transit area of the airports in these countries.

### Assistance Card

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The Insured is required to carry his Chubb Assistance Card with him at all times.

### Right of Recovery

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

### Arbitration

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All differences as to the amount of any loss or damage covered by this Policy shall be referred to the decision of an arbitrator to be appointed by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within thirty (30) days after having been required to do so by either party.

### Other Insurance

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In the event of a claim, the Insured must advise Chubb Insurance as to any other insurance the Insured may have covering the same risks in this Policy.

### Cumulative Insurances

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If, at the time of occurrence of any loss, except in respect of the Personal Accident coverage, there are other valid and collectible Insurance Policy/ies in place, Chubb Insurance will be liable only for the excess of the amount of loss over the amount of such other Insurance, and any applicable deduction.

### Geographical Limits

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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

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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.

## Entire Contract

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This Policy, including endorsements and attached papers the descriptive title of which are mentioned in this Policy, if any, the Application on file with Chubb Insurance 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 Chubb Insurance 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 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

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

## Legal Actions

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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.

## Misstatement of Age

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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 Chubb Insurance 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

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If this Policy is terminated due to default in the payment of the agreed premium, the subsequent acceptance of a premium by Chubb Insurance 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

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This Policy may be renewed for further consecutive periods by the payment of premium on the effective date of the renewal at Chubb Insurance's premium rate in force at the time of renewal, subject to Chubb Insurance'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 Insured at the address shown in the Policy, of Chubb Insurance's intention not to renew the Policy, or to condition its renewal upon reduction of limits or elimination of coverages. Chubb Insurance'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

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This Policy shall not be cancelled by Chubb Insurance except upon prior notice thereto to the Insured, 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 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 Chubb Insurance in violation of the Insurance Code.

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

If the Insured cancels this Policy, which must be in writing, Chubb Insurance 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 Chubb Insurance’s customary minimum premium.

Period of Coverage prior to Cancellation	Percentage of annual premium (computed based on premiums exclusive of documentary stamp and premium taxes) to be retained by Chubb Insurance:
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

Such cancellation by the Insured 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 Journey which is covered by this Policy prior to the effective date of the Policy and notifies Chubb Insurance prior to the effective date of this Policy of such cancellation, Chubb Insurance will refund to the Insured the premium which has been paid (if any) by the Insured in respect of that Journey. If the cancellation by the Insured is made thirty (30) days after the effective date of the Policy, Chubb Insurance will refund the premium paid less the amount of documentary stamps and premium taxes.

## Termination of Policy

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This Policy shall automatically end on the earliest of the following dates:

- a) in the event of Accidental Death of the Insured; or
- b) on the expiration of the Grace Period for any premium not paid when due.

Insurance in respect of a Close Relative or Dependent Children shall terminate upon his or her death, upon his or her ceasing to be an Eligible Family Member as defined, or on the termination of this Policy in accordance with the above, whichever is earlier.

Termination or cancellation of a 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 Chubb

Insurance or by an agent of Chubb Insurance 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 under this Policy 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 for Accidental Permanent Disability Benefit under this Policy in respect of one or more Accident(s) resulting in Injury within 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 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.

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

#### Fraud

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Any statement made by the Insured in the policy Application or through recorded telephone conversation, which is an intentional misstatement of fact and constitutes fraud shall result in the right of Chubb Insurance to terminate this Policy immediately.

#### Fraudulent Claims

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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, Chubb Insurance shall be under no liability in respect of such claim and shall be entitled to terminate this Policy immediately.

#### Clerical Error

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

#### Assignment

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

#### Age Limitation

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If at the Effective Date of this Policy the age of the Insured at nearest birthday is more than sixty-five (65) years or less than eighteen (18) years, this Policy shall be void and Chubb Insurance shall be liable only for the return of the premiums actually paid on it.

**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**, Chubb Insurance 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 Chubb Insurance.



**Peter van Ratingen**  
Country President

**Insurance Company of North America**

By :   
\_\_\_\_\_  
Authorized Representative

The **Insurance Commission**, with offices in Manila, Cebu, and Davao, is the government office in charge of the 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 a policyholder relating to insurance matters.

## About Chubb in the Philippines

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London and other locations, and employs approximately 30,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in the Philippines for more than 60 years. Chubb in the Philippines is a branch of Insurance Company of North America, which has been assigned a financial rating of AA by Standard & Poor's. The company provides specialized and customized coverages for Property, Casualty, Marine, Financial Lines, as well as Accident & Health. It leverages global expertise and local acumen to tailor solutions to mitigate clients' risks. With a focus on building strong relationships with its clients by offering responsive service, Chubb in the Philippines has become one of the leading providers of Accident & Health insurance through direct marketing.

More information can be found at [www.chubb.com/ph](http://www.chubb.com/ph).

## Contact Us

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