

# STARR

Group Policy Number : LATA00033726  
 Product Type : Travel NAC Group Travel Insurance  
 Group Policyholder : **Banco de Oro Unibank, Inc. - AMEX Cashback + Explorer**  
 Address : BDO Corporate Center, 7899 Makati Avenue, Makati City  
 Period of Insurance : 01 April 2026 to 31 March 2027

## Schedule of Benefits

Benefits	Sum Insured / Person (Php)
Section 1 - Accidental Death & Disablement	Cardholder - up to 10,000,000 Spouse - up to 2,500,000 each dependent Child - up to 500,000
Section 2 - Accidental Burial Benefit	30,000
Section 3 - Burns Benefit	up to 50,000
Section 4 - Medical Expenses	up to 20,000
Hospital Cash	700 per day; max of 20 days
Automatic Extension Benefit	up to 10 days
Hotel Expense due to Convalescence	up to 5,000 per day; max of 10 days
Section 5 - Starr Global Emergency Assistance Services	
Round-the-Clock Hotline Service	Included
Hospital Admission Guarantee	Included
Repatriation of Mortal Remains	Not Applicable
Section 6 - Personal Baggage	up to 5,000 per item; max of 35,000
Personal Effects Extension	up to 50,000 per item; 250,000 limit per annum
Section 7 - Purchased Personal Baggage and Personal Effects	Not Applicable
Section 8 - Baggage Delay	minimum 4 hours delay; up to 12,000 per person, max of 72,000 per family. After 72 hours, additional 12,000 per person, max of 72,000 per family.
upon return to the Philippines or point-of-origin	5,000 (after 4 hours delay)
Section 9 - Personal Money	up to 20,000
Section 10 - Document Loss	up to 60,000 / max of 10,000 per day
Section 11 - Travel Delay or Re-route	
Travel Delay	minimum 4 hours delay; up to 12,000 per person, max of 72,000 per family. After 72 hours, additional 12,000 per person, max of 72,000 per family
Travel Delay due to Aircraft Hijack	same limit
Travel Re-route	up to 50,000 (over 12 hours delay)
Section 12 - Travel Misconnection	up to 2,500 per 6 hours, max of 2 payments
Section 13 - Trip Cancellation	Not Applicable
Section 14 - Trip Curtailment	Not Applicable
Section 15 - Flight Overbooked	Not Applicable
Section 16 - Personal Liability	up to 2,500,000
Section 17 - Rental Vehicle Excess	up to 50,000
Section 18 - Loss of Credit Card	up to 25,000
Section 19 - Staff Replacement	Not Applicable

### ELIGIBILITY OF THE INSURED PERSON

The insurance under this Policy shall apply to the Insured Person whose entire fare for the Round-Trip Common Carrier ticket has been fully paid through his/her Eligible Card for an International Trip or Domestic Trip during the Period of Insurance. The International Trip or Domestic Trip is covered for a maximum duration of one hundred (100) days.

### EXTENSION OF ELIGIBILITY OF THE INSURED PERSON

This Policy extends to cover a One-Way Trip if the fare paid was for One-Way Trip only (originating from Philippines for International Trip or Usual Place of Residence for Domestic Trip). The coverage for the Trip will cease upon arrival of the Insured Person at the booked or first planned destination.

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## Policyholder

**BANCO DE ORO UNIBANK, INC.** (hereinafter referred to as “BDO” / “Policyholder”), for and on behalf of their eligible principal and supplementary **American Express Cashback Credit Card / American Express Explorer** (collectively known as **AMEX Cashback + Explorer**) Credit Card Cardholders and their legal spouses and dependent children.

**Eligible Card** means the physical or digital card issued by the Policyholder that meets the conditions needed to receive the benefit and participate in this insurance program provided by the Policyholder to its Cardholders. In this insurance Policy the eligible card will be **AMEX Cashback + Explorer**, valid, unexpired and issued in the Philippines by the Policyholder.

## Insured Person(s)

The Insured Persons are the eligible **AMEX Cashback + Explorer** Cardholder and his/her Family Members who travel as passengers on land, sea, or air Common Carrier, provided that the entire Round-Trip Common Carrier fare or tickets are paid using his/her Eligible Card.

**Cardholder(s)** shall mean the principal or supplementary member who is eighteen (18) to eighty (80) years old, and has a valid unexpired Eligible Card issued by the Policyholder in the Philippines, and who at the time of a covered claim or loss is still an active member.

**Family Members** shall mean the Cardholder’s legal spouse who is eighteen (18) to eighty (80) years old, and Cardholder’s dependent Children who are six (6) weeks to eighteen (18) years old travelling with or accompanied by the Cardholder or Cardholder’s legal spouse. The number of dependent Children shall be subject to a maximum of eight (8) children per Trip.

**Starr Global Emergency Assistance:** Please have your name, policy number and contact phone numbers ready.

Hotline: (632) 88667389

WhatsApp: +1 315 915 2980

email: [assistances@emaglobal.com.ph](mailto:assistances@emaglobal.com.ph)

### Claims Inquiries:

e-Mail: [claimcare.ph@starrcompanies.com](mailto:claimcare.ph@starrcompanies.com)

Hotline: (632) 8689 6639

### Online Claims Submission:

Please visit <https://www.starrinsurance.com.ph/claim>

Written notice of a claim must be given to Us within thirty (30) days after occurrence of any Accident or other event that might give rise to a claim under this Policy. However, in the event of accidental death, notice must be given to Us within fifteen (15) days from the date of the incident.

### Customer Service: (Mondays to Fridays, 9am to 5pm, except public holidays)

e-mail: [Travel.NAC@starrcompanies.com](mailto:Travel.NAC@starrcompanies.com)

Hotline: (632) 8689 6633

# STARR

## TRAVELEAD TRAVEL INSURANCE – TRAVEL NAC CORONAVIRUS DISEASE (COVID-19) ENDORSEMENT

This endorsement is effective from **01 April 2026 to 31 March 2027**  
Attached to and forming part of **Group Policy No. LATA00033726**  
Name of Policyholder: **Banco de Oro Unibank, Inc. - AMEX Cashback + Explorer**  
Place Issued: **Makati City**  
Date Issued: **04 March 2026**

It is hereby noted and agreed that this Policy is amended to read as follows:

1. The following extension is inserted under “Section 4 – Medical Expenses” of “PART I – DESCRIPTION OF COVERAGE” of the Policy:

### **MEDICAL EXPENSES EXTENSION DUE TO COVID-19**

If during the Period of Insurance the Insured Person acquires coronavirus disease (COVID-19) first contracted and commenced during the Trip which directly results in the necessity of medical treatment, We shall reimburse the Insured Person with respect to the reasonable and customary costs paid to a Qualified Medical Practitioner, Hospital and/or land ambulance service for medical, surgical, X-ray, hospital or nursing treatment including the cost of medical supplies and land ambulance hire, and subject to the following maximum sub-limit per person provided that the Insured Person has received two (2) doses of COVID-19 vaccines.

COVERAGE	Sum Insured per person in PHP
Medical Expenses due to COVID-19	up to 20,000

In no event shall all the reimbursed medical expenses including this Endorsement exceed the maximum Sum Insured for Medical Expenses stated in the Schedule of Benefits. If the Insured Person is entitled to a refund of all or part of such expenses from any other source, We shall only be liable for the excess of the amount recoverable from such other source.

Subject otherwise to the terms, exclusions, and conditions of the Policy.

**For and on behalf of  
STARR INTERNATIONAL INSURANCE PHILIPPINES BRANCH**

**RODERICK GIL R. NARVACAN  
Country Manager, Philippines**

Conforme:

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**Banco de Oro Unibank, Inc.**

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## TRAVEL NAC GROUP TRAVEL INSURANCE

In consideration of the payment of premium by the Policyholder and subject to the terms and conditions of this Group Policy, Starr International Insurance Philippines Branch agrees with the Policyholder to insure the eligible Insured Persons in the manner and to the extent provided in the Policy.

Coverage under the Policy shall commence:

- (a) when the Insured Person is cleared to travel at the immigration counter in the Philippines for the purpose of starting the International Trip on the scheduled time of departure indicated in the travel ticket; or
- (b) when the Insured Person leaves his/her Usual Place of Residence or place of business for the purpose of starting the Domestic Trip; or
- (c) on the effective date of the insurance coverage as specified in the Policy Schedule or Confirmation of Cover whichever is later.

Coverage under the Policy shall cease on whichever of the following occurs first:

- (a) The expiry date of the insurance coverage as specified in the Policy Schedule or Confirmation of Cover;
- (b) Upon actual arrival at the immigration counter premises in the Philippines for International Trip;
- (c) Upon actual return of the Insured Person at his/her Usual Place of Residence or place of business for Domestic Trip.

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## PART I - DESCRIPTION OF COVERAGE

### SECTION 1 - ACCIDENTAL DEATH & DISABLEMENT

If during the period of insurance the Insured Person sustains an Injury in the course of a Trip which shall, within twelve (12) months from the date of Accident, result in death or disablement, We shall pay based on the Percentage of Sum Insured stated under the following Compensation Table 1 and in accordance with the To Whom Indemnities Payable clause under General Conditions of this Policy.

### DISAPPEARANCE

If during the period of insurance the body of the Insured Person has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of an aircraft or other conveyance either on ground or at sea in which the Insured Person was travelling in the course of a Trip, it will be presumed that the Insured Person suffered death resulting from an Accident. In such circumstances, We shall pay based on the Percentage of Sum Insured of Event 1 stated in the following Compensation Table 1 and in accordance with the To Whom Indemnities Payable clause under General Conditions of this Policy, subject to the receipt of a signed undertaking by the personal representative(s) of the Insured Person's beneficiary that any such payment shall be refunded to Us if it is later discovered that the Insured Person did not suffer death as a result of the Accident.

### EXTENSION

This Policy extends to cover any Injury sustained by an Insured Person during the following periods:

- (a) Travelling directly from the Insured Person's place of residence to the immigration counter in the Philippines within seven (7) hours before the scheduled departure time of the Common Carrier in which he/she has arranged to travel for the purpose of starting a Trip; and
- (b) Travelling directly from the immigration counter to the Insured Person's place of residence in the Philippines within seven (7) hours of the actual arrival time of the Common Carrier in which he/she has arranged to travel upon completion of a Trip.

### COMPENSATION TABLE 1

Benefit Event	Compensation (Percentage of Sum Insured)	
	Right Hand	Left Hand
1. Death	100%	100%
2. Permanent Total Disablement	100%	100%
3. Loss of or the Permanent Loss of Use of one or more Limbs	100%	100%
4. Permanent Loss of Sight of both eyes	100%	100%
5. Permanent Loss of Sight of one eye	100%	100%
6. Permanent Loss of Speech and Loss of Hearing	100%	100%
7. Permanent and incurable insanity	100%	100%
8. Permanent Loss of Hearing in:		
(a) both ears	75%	75%
(b) one ear	15%	15%
9. Permanent Loss of Speech	50%	50%
10. Permanent Loss of the lens of one eye	50%	50%
11. Loss of or the Permanent Loss of Use of four Fingers and Thumb	70%	50%
12. Loss of or the Permanent Loss of Use of four Fingers	40%	30%
13. Loss of or the Permanent Loss of Use of one Thumb		
(a) both joints	30%	20%
(b) one joint	15%	10%
14. Loss of or the Permanent Loss of Use of Fingers		
(a) three joints	10%	7.5%
(b) two joints	7.5%	5%
(c) one joint	5%	2%
15. Loss of or the Permanent Loss of Use of Toes		
(a) all – one foot		15%
(b) great toe - both joints		5%
(c) great toe – one joint		3%
(d) any toe other than great toe – both joints		2%
(e) any toe other than great toe – one joint		1%

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- |     |   |      |
|-----|---|------|
| 16. | Fractured Leg or Patella with Established Non-Union   | 10%  |
| 17. | Shortening of leg by at least five centimeters (5 cm)   | 7.5% |
| 18. | For Permanent disablement not falling under Events 8 to 17 above, We shall pay the Insured Person a benefit which shall be calculated by assessing the degree of disablement relative to the above Percentage of Sum Insured. |      |

## PROVISIONS FOR SECTION 1

- (a) Benefits shall not be payable for more than one Event stated in Compensation Table 1 with respect to the same Accident. Should more than one Event occur from the same Accident, We shall only be liable for the Event with the greater Percentage of Sum Insured.
- (b) In the event the accumulation of total paid-up benefits with respect to one or more Events stated in Compensation Table 1 of the same Insured Person is below one hundred percent (100%) of the Sum Insured, We thereafter shall only be liable for the remaining balance payable up to one hundred percent (100%) of the Sum Insured.
- (c) The Insured Person's coverage shall be terminated upon occurrence of any loss for which benefit is payable under any one of the above Events 1 to 7 stated in Compensation Table 1.
- (d) When a limb which had been partially disabled prior to sustaining an Injury covered under this Policy and which becomes totally disabled as a result of such Injury, the Percentage of Sum Insured payable shall be determined by Us with regard to the extent of disablement caused by the Injury. No payment however shall be made in respect of the Loss of or the Permanent Loss of Use of a Limb which was totally disabled prior to the Injury.
- (e) If the Insured Person is left-handed and has specifically mentioned this on the application, the Percentage of Sum Insured set out above from Events 11 to 14 inclusive for the various disabilities of right and left hand shall be transposed.
- (f) If the Insured Person is between six (6) months to seventeen (17) years of age at the time of Accident, the maximum Sum Insured for Accidental Death and Disablement shall be restricted to twenty-five percent (25%) of the Sum Insured.

## SECTION 2 - ACCIDENTAL BURIAL BENEFIT

If during the period of insurance the Insured Person sustains Injury in the course of a Trip which shall, within twelve (12) months from the date of Accident, result in death, We shall pay a burial benefit subject to the maximum Sum Insured stated in the Schedule and in accordance with To Whom Indemnities Payable clause under General Conditions of this Policy.

## SECTION 3 - BURNS BENEFIT

If during the period of insurance an Insured Person sustains an Injury in the course of a Trip and is diagnosed by a Qualified Medical Practitioner to have suffered any of the Burn Events listed under the following Compensation Table 2, We shall pay the Insured Person a benefit in accordance with the Percentage of Sum Insured for the Burn Event stated in Compensation Table 2.

### COMPENSATION TABLE 2

Burn Event	Compensation (Percentage of Sum Insured)
<b>Second Degree or Third Degree Burns</b>	
On 45% or more of body surface	100%
On 27% or more of body surface	60%
On 18% or more of body surface	50%
On 9% or more of body surface	30%
On 4.5% or more of body surface	20%

## PROVISIONS FOR SECTION 3

Benefits shall not be payable for more than one of the above Burn Events in respect of the same Accident. Should more than one of the above Burn Events occur from the same Accident, We shall only be liable for the Burn Event with the greater Percentage of Sum Insured.

## SECTION 4 - MEDICAL EXPENSES

If during the period of insurance the Insured Person sustains Injury or suffers from Sickness in the course of a Trip which directly results in the necessity of medical treatment, We shall reimburse the Usual Customary and Reasonable Medically Necessary Expenses incurred up to the maximum Sum Insured stated in the Schedule.

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## **HOSPITAL CASH**

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness in the course of a Trip which directly results in the necessity of a Confinement in a Hospital, We shall indemnify the Insured Person a daily benefit for each day of Confinement subject to the maximum Sum Insured stated in the Schedule.

One day of Confinement shall mean the Hospital makes a charge for room and board for the treatment of Injury or Sickness, and successive periods of Confinement due to the same or related causes shall be considered as one Accident or Sickness unless separated by at least ninety (90) consecutive days during which the Insured Person is not confined to a Hospital as a result of such Accident or Sickness.

## **HOTEL EXPENSE DUE TO CONVALESCENCE**

This section reimburses the Insured Person for hotel accommodation expenses (excluding extras), as long as the attending Qualified Medical Practitioner prescribes mandatory bed rest after Confinement. In order to obtain this benefit, the Insured Person must have been Confined in a Hospital for a minimum period of five (5) consecutive days and the Confinement must have been authorized by Us. These hotel expenses will have a daily limit, a total maximum as specified in the Schedule of Benefits.

## **AUTOMATIC TRIP EXTENSION DUE TO HOSPITAL CONFINEMENT**

In the event the Trip is being unavoidably delayed due to the Insured Person being Confined due to Sickness or Injury before the expiration of the insurance coverage, the insurance cover shall be automatically extended until the Insured Person's return to the Philippines subject to maximum of ten (10) days at no additional premium. However, the Insured Person must seek Our approval for such extension prior to the expiry date of the Policy.

## **PROVISIONS FOR SECTION 4**

- (a) In the event an Insured Person becomes entitled to a refund of all or part of any of the expenses from any other source, We will only be liable for the excess of the amount recoverable from such other source. All reimbursement of such expenses shall be in accordance with the prevailing laws, rules and regulations of the Philippines.
- (b) All treatment must be prescribed or referred by a Qualified Medical Practitioner in order for expenses to be reimbursed under this Policy and the Insured Person shall be required to produce written documentation in relation to such prescription or referral. Treatments and services including medicines must be customary for the treatment of a condition the Insured Person have and cannot be experimental or elective.

## **SECTION 5 - STARR GLOBAL EMERGENCY ASSISTANCE SERVICES**

We have appointed an emergency assistance provider, Starr Global Emergency Assistance, to provide and arrange emergency assistance services twenty-four (24) hours a day throughout the year while the Insured Person is travelling on a Trip.

We shall not be liable to the Insured Person and/or the Policyholder (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in connection with the acts or omissions of Starr Global Emergency Assistance arising out of or in connection with the subject matter of this Policy.

## **ROUND-THE-CLOCK HOTLINE SERVICE**

The Insured Person may contact Our dedicated 24-hour hotline number at (+632) 88667389 to obtain immediate access to available services and/or advice.

## **HOSPITAL ADMISSION GUARANTEE**

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in the necessity of hospitalization in the course of a Trip, Starr Global Emergency Assistance shall arrange a hospital admission deposit subject to the maximum Sum Insured as stated in the Schedule.

## **REPATRIATION OF MORTAL REMAINS**

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness which results in death in the course of a Trip, Starr Global Emergency Assistance will assist to arrange the repatriation of the remains or ashes of the Insured Person to the Philippines. In addition, We shall reimburse the expenses actually incurred for service and supplies provided by a mortician or undertaker, including but not limited to the cost of a casket, the embalming or cremation if so elected, subject to the maximum Sum Insured as stated in the Schedule.

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## SECTION 6 - PERSONAL BAGGAGE

Under this section, We shall pay the Insured Person up to the maximum Sum Insured stated in the Schedule of Benefits for loss of or damage to the Insured Person's Baggage and Personal Effects during the period in the Common Carrier.

### PROVISIONS FOR SECTION 6

- (a) An Insured Person must report to the police having jurisdiction at the place where the theft, loss or damage by a third party of the personal baggage occurs, or report to the Common Carrier Operator if the loss or damage occurred in transit, within twenty-four (24) hours of the occurrence. All supporting documentation from the Common Carrier Operator or the police having jurisdiction at the place where the theft, loss or willful damage by a third party of the personal baggage occurred must be submitted when the Insured Person makes a claim.
- (b) Loss of or damage to any personal baggage due to moth, vermin, wear and tear, atmospheric or climatic conditions, gradual deterioration, mechanical or electrical failure, any process of cleaning, restoring, repairing, alteration, confiscation or detention by customs or any other authority are not covered.
- (c) Personal baggage items that are secured, destroyed, damaged, quarantined or confiscated by any customs or other regulations or any property which is contraband or which is or has been illegally transported or traded is not covered.
- (d) Loss of or damage to any software, antiques, jewelries, timepiece, artificial teeth or limbs, money, securities, tickets or documents, motor vehicles (including accessories), motorcycles, boats, motors, any other conveyances, snow skis, contact lens, denture, prosthesis, brittle or fragile items, portable telecommunication equipment and handheld computer, food and beverage are not covered.
- (e) Loss or damage to hired or leased equipment or any personal baggage forwarded in advance of a Trip or separately mailed or shipped other than in the same Common Carrier carrying the Insured Person at the same time are not covered.
- (f) An Insured Person shall take all reasonable and necessary precautions for the safety of all of his/her personal baggage and any unexplained loss or damage to any personal baggage which was left unattended in any Common Carrier or public place are not covered.
- (g) We shall be entitled to take and keep possession of the lost or damaged personal baggage and to deal with salvage at Our absolute discretion.
- (h) The indemnity for each item/set/pair of article and laptop computer including its accessories shall be limited to the maximum amount stated in the Schedule.
- (i) We shall only be liable to indemnify the Insured Person for a reasonable proportion, as determined by Us, of the total value of the set or pair where the lost or damaged article is part of a set or a pair.
- (j) We shall make payment subject to allowance for reasonable wear, tear and depreciation in respect of articles more than one (1) year old.
- (k) The Insured Person must provide original receipts or other proof of purchase for each lost, damaged, or stolen item. For items without an original receipt or a proof of purchase, We will only cover fifty percent (50%) of the cost to replace the lost, damaged, or stolen item with the same or similar item.
- (l) Proof of ownership and/or assignment of the lost or damaged baggage and/or personal effects should be provided when the Insured Person makes a claim. Failure to provide the proof of ownership and/or assignment may result in a declined claim.
- (m) The Deductible amount (if any) of each claim and per occurrence per Insured Person as stated in the Schedule of Benefits
- (n) Any loss claimed under Section 8 – Baggage Delay arising from the same cause is excluded.

### PERSONAL EFFECTS EXTENSION

This section extends to cover loss of or damage to the Insured Person's own pawnable jewelry, watches, photographic equipment, and/or ski equipment as a direct result of theft or robbery in the course of a Trip, We shall reimburse the cost of repair or replacement of the said Pair or Set of Personal Effects subject to the sub-limit per Pair or Set of Personal Effects but not exceeding the maximum Sum Insured specified in the Schedule of Benefits.

The Insured Person must report to the police or authorities having jurisdiction at the place where the theft or robbery of the personal effects occurs within twenty-four (24) hours of the occurrence.

The Insured Person must provide proof of purchase or proof of ownership of the lost or damaged Personal Effects when making a claim. Failure to provide the proof of purchase or proof of ownership may result in a declined claim.

### Exclusions on Personal Effects Extension

This Benefit shall not cover:

- (a) Any Personal Effects loaned, hired or entrusted to the Insured Person.

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- (b) Loss or damage resulting from electrical or mechanical breakdown, wear and tear, moth or vermin, denting or scratching or any process of dyeing or cleaning.
- (c) Loss or damage arising from confiscation or detention by Customs or other lawful officials and authorities.
- (d) Loss or damage in respect of Insured Person's Personal Effect other than pawnable jewelry, watches, photographic equipment and the Insured Person's own ski equipment.
- (e) Any willful act or negligence of the Insured Person.
- (f) Any unexplained loss or damage to any Personal Effects which was left unattended in any Common Carrier or public place.

## **SECTION 7- PURCHASED PERSONAL BAGGAGE OR PERSONAL EFFECTS**

We shall pay the Insured Person for the loss of or damage to Personal Baggage or Personal Effects as a direct result of theft or robbery in the course of a Trip, provided that the Insured Person must have purchased the Personal Baggage and Personal Effects during the Trip using an Eligible Card.

The maximum amount payable for any Personal Baggage or Personal Effects shall be subject to the limit per item and limit per annum as stated in the Schedule of Benefits and shall not exceed the amount reflected on an Insured Person's Eligible Card billing statement or store receipt.

We may make payment, replace, or repair the lost or damaged article, subject to the limit stated in the Schedule of Benefits, not exceeding the purchase price of the lost or damaged article. We shall have the exclusive right for any recovery of the article.

For any partially paid Personal Baggage or Personal Effects purchased using the eligible Card, the maximum amount payable will be pro-rated based on the percentage of partial payment to the full purchase price.

For any Personal Effects belonging to a Pair or Set, the maximum amount payable will be the full purchase price if the Pair or Set cannot be used or replaced individually.

## **Exclusions on Purchased Personal Baggage or Personal Effects**

- (a) This benefit does not cover loss or damage in consequence of:
  - i. Confiscation, detention or examination by customs authorities or other officials
  - ii. Seizure or destruction under quarantine or custom regulation
  - iii. Fraud, Transporting contraband or illegal trade
  - iv. Wear and tear or gradual deterioration
  - v. any unexplained loss or damage to any personal baggage or Personal Effects which was left unattended in any Common Carrier or public place
  - vi. Damage arising from inherent product defects
- (b) Benefits will not be provided for any loss or damage to:
  - i. Animals or living plants
  - ii. Jewelry and watches in baggage unless physically carried and at all times under the personal supervision of the Insured Person or Insured Person's travelling companion who is personally known to the Insured Person.
- (c) No payment shall be made for any malicious damage caused directly by the Insured Person, or any of his Immediate Family Member.

## **SECTION 8 - BAGGAGE DELAY**

If during the period of insurance an Insured Person's checked-in baggage is delayed or temporarily mislaid on delivery by the Common Carrier Operator in the course of the Insured Person's Trip for the number of hours stated in the Schedule from the actual arrival time, We shall reimburse the Insured Person for any reasonable expenses incurred by the Insured Person in purchasing essential items of clothing and toiletries while abroad subject to the maximum Sum Insured stated in the Schedule.

In the event that Insured Person's checked-in baggage in a Common Carrier is delayed for the number of hours stated in the Schedule of Benefits upon return of the Insured Person to the Philippines or point-of-origin for Domestic Trip, We shall pay a cash benefit up to the maximum Sum Insured stated in the Schedule.

## **PROVISIONS FOR SECTION 8**

- (a) The delay must be certified by the Common Carrier Operator.
- (b) Unexplained delay, delay due to confiscation or detention by customs or any other authority, or delay of any personal baggage forwarded in advance of a Trip or separately mailed or shipped other than in the Common Carrier

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carrying the Insured Person at the same time are not covered.

- (c) Original receipts must be produced by an Insured Person showing details of the expenditures when a claim arises.
- (d) Any loss claimed under Section 6 - Personal Baggage arising from the same cause is excluded.

## SECTION 9 - PERSONAL MONEY

If during the period of insurance an Insured Person sustains loss of cash, signed traveler's cheque(s) or money order as a direct result of theft or robbery in the course of a Trip, We shall indemnify the Insured Person for such loss subject to the maximum Sum Insured stated in the Schedule.

### PROVISIONS FOR SECTION 9

- (a) An Insured Person must report the theft or robbery to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.
- (b) Unexplained loss or loss due to confiscation or detention by customs or any other authority, devaluation of currency, or shortages due to errors or omissions during money exchange transactions are not covered.
- (c) This section is not applicable to the Insured Person aged ten (10) or below.

## SECTION 10 - DOCUMENT LOSS

If during the period of insurance an Insured Person sustains loss of his/her passport, entry visa or other travel documents that are necessary for immigration clearance on account of theft or robbery in the course of a Trip, We shall reimburse the Insured Person for: (i) the replacement cost of the lost document; and (ii) additional reasonable travel and hotel accommodation expenses necessarily incurred for the arrangement of replacing the lost document and returning to the Philippines, subject to the maximum Sum Insured stated in the Schedule.

### PROVISIONS FOR SECTION 10

- (a) The Insured Person must report the theft or robbery to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.
- (b) Travel expenses are limited to economy class if by air or train.
- (c) The travel and hotel accommodation expenses are subject to a maximum amount per day as stated in the Schedule.
- (d) Loss of any travel document or visa which is not needed to complete the particular Trip during which the loss occurred is excluded.
- (e) Unexplained loss, mysterious disappearance, or loss due to confiscation or detention by customs or any other authority are excluded.

## SECTION 11 - TRAVEL DELAY OR RE-ROUTE

In the event that the Insured Person's confirmed Common Carrier departure specified in the original itinerary is delayed or cancelled for the number of hours stated in the Schedule of Benefits due to a sudden outbreak of strike or industrial action, riot, civil commotion, hijack, adverse weather, Acts of Nature, equipment failure of the Common Carrier, or airport events that prevent the Insured Person from proceeding per original schedule of his/her departure, We will reimburse the actual additional expenses necessarily and reasonably incurred for the hotel accommodation and restaurant meals and refreshments, up to the maximum limits as specified in the Schedule, provided the Insured Person shall be at the airport at the time of such travel delay.

If as a result of the said delay, the Common Carrier is cancelled or delayed for over twelve (12) hours from the time specified in the original itinerary, We shall indemnify an Insured Person with respect to additional travelling expenses necessarily incurred for re-routing his/her itinerary to reach the original destination subject to the maximum Sum Insured stated in the Schedule.

If a claim filed under Section 11 – Travel Delay or Re-route, results from the same event, We shall pay for the claim under either for Travel Delay or Re-route only.

## SECTION 12 - TRAVEL MISCONNECTIONS

If during a Trip, the Insured Person's incoming scheduled Common Carrier arrives late at the transfer point outside of the Philippines and they miss the onward scheduled Common Carrier which they have a confirmed reservation, We shall pay a cash benefit for the number of hours of delay stated in the Schedule of Benefits up to the maximum amount stated in the Schedule.

The period of delay is calculated from the actual arrival time of Insured Person's incoming Common Carrier at the transfer point to the actual scheduled departure time of the replacement Common Carrier.

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## SECTION 13 - TRIP CANCELLATION

We shall indemnify the Insured Person for the loss of Travel Ticket and/or accommodation expenses paid in advance for which he/she is legally liable and which is not recoverable from any other source consequent upon the cancellation of the Trip necessitated by any of the following occurring within thirty (30) days (except c and d below) before the commencement of a Trip subject to the maximum Sum Insured stated in the Schedule:

- (a) Unanticipated death, Serious Injury, Serious Sickness, witness summons, or jury service of an Insured Person;
- (b) Unanticipated death, Serious Injury or Serious Sickness of an Insured Person's Immediate Family Member, or travel companion;
- (c) Unanticipated outbreak of strike, riot or civil commotion at the planned destination arising within one (1) week before the departure date; or
- (d) Serious damage to the Insured Person's residence in the Philippines from fire or by Acts of Nature within one (1) week from the departure date which requires the Insured Person's presence in the premises on the departure date.

## SECTION 14 - TRIP CURTAILMENT

We shall indemnify the Insured Person for (i) any additional Travel Ticket and/or accommodation expenses; and (ii) any loss of or forfeited Travel Ticket and/or accommodation expenses which are not recoverable from any other source after the commencement of a Trip consequent upon the Insured Person having to return to his or her place of residence necessitated by any of the following subject to the maximum Sum Insured stated in the Schedule:

- (a) Unanticipated death, Serious Injury or Serious Sickness of an Insured Person;
- (b) Unanticipated death, Serious Injury or Serious Sickness of an Insured Person's Immediate Family Member, or travel companion;
- (c) Unanticipated outbreak of strike, riot or civil commotion, adverse weather conditions, or Acts of Nature at the planned destination which will prevent the Insured Person from continuing with his/her Trip.

This section extends to cover the reasonable and necessary travel costs and additional hotel accommodation incurred by one (1) Immediate Family Member of the Insured Person, such costs arising from the death or Serious Injury to the Insured Person as the result of an Accident up to a maximum benefit stated in the schedule of benefits.

This coverage is effective only if the expenses are incurred before the Insured Person became aware of any of the above-mentioned circumstances, which could lead to the disruption of his/her particular Trip.

Trip Curtailment 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.

## SECTION 15 - FLIGHT OVERBOOKED

If the Insured Person is denied boarding a scheduled flight which they have a confirmed reservation from the travel agent or airline due to overbooking and no onward transportation available for the number of hours specified in the Schedule of Benefits, We shall pay a cash benefit to the Insured Person subject to the maximum Sum Insured stated in the Schedule.

### PROVISIONS FOR SECTION 15

- (a) The Insured Person must get written confirmation from the Common Carrier Operator or handling agent stating the reasons for the denied boarding.
- (b) If a claim filed under Travel Delay or Re-route, Trip Curtailment, Travel Misconnection, Flight Overbooked results from the same event, We shall pay for the claim under one of the sections only.

## SECTION 16 - PERSONAL LIABILITY

We shall indemnify the Insured Person for any Legal Costs incurred under any of the following circumstances due to his/her negligence in the course of a Trip subject to the maximum Sum Insured stated in the Schedule on the condition that the Insured Person does not offer or promise payment or admit fault to any other third party, and/or become involved in any litigation without Our written approval, but such approval must not be unreasonable withheld:

- (a) Accidental death or Injury to any person; or
- (b) Accidental loss of or damage to the property of any person.

### PROVISIONS FOR SECTION 16

We shall not be liable for the following:

- (a) Damage to the property of or to any person who is an Immediate Family Member or the employer of the Insured Person;

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- (b) Damage to property which belongs to the Insured Person or is in his/her care, custody or control;
- (c) Damage relating to any liability assumed by the Insured Person under contract;
- (d) Damage relating to the willful, malicious, or unlawful act on the part of the Insured Person;
- (e) The ownership, possession or use of vehicles, aircraft, watercraft, firearms or animals;
- (f) The undertaking of any trade, business or profession;
- (g) Any criminal proceedings; or
- (h) Any liability which has been admitted or settled by the Insured Person.

Legal Cost means the amount that pays for the lawyers and the fees paid in court in legal proceedings in defending the claim made against the Insured Person.

## SECTION 17 - RENTAL VEHICLE EXCESS

If during the period of insurance, the Insured Person hires a vehicle which is stolen, damaged or involved in a collision while driving or under the control of the Insured Person in the course of a Trip, We shall reimburse the Insured Person for the rental vehicle excess subject to the maximum benefit stated in the Schedule.

### PROVISIONS FOR SECTION 17

- (a) The Insured Person must take comprehensive motor vehicle insurance provided by the rental organization against any loss or damage to the rental vehicle during the rental period.
- (b) The Insured Person must not violate any terms of the rental agreement or comprehensive motor vehicle insurance policy.
- (c) The Insured Person must be liable for the loss or damage of the rental vehicle in the incident.
- (d) The Insured Person must hold a valid driving license for the country in which the theft, damage or collision has occurred.
- (e) Any illegal or unlawful use of the rental vehicle by the Insured Person is excluded.
- (f) Any incident incurred while the rental vehicle is under the control of the Insured Person who is under the effects of alcohol or drugs are excluded.
- (g) This benefit shall be payable once per Trip.

## SECTION 18 - LOSS OF CREDIT CARD

If during the period of insurance, the Insured Person sustains loss of credit card as a direct result of theft or robbery in the course of a Trip, We shall reimburse the Insured Person for any monetary loss due to the unauthorized use of such credit card subject to the maximum Sum Insured stated in the Schedule.

### PROVISIONS FOR SECTION 18

- (a) The Insured Person must report the theft or robbery to the police having jurisdiction at the place where the loss occurred within twenty-four (24) hours of the occurrence.
- (b) The Insured Person must report the theft or robbery to the local branch or agent of the authority that issued the credit card.

## SECTION 19 - STAFF REPLACEMENT

In case the Insured Person is on a business Trip and is Confined as a consequence of a Serious Sickness or Serious Injury that makes it impossible for him/her to continue with the objective of his/her professional Trip, We will pay for the Travel Ticket, subject to the maximum Sum Insured stated in the Schedule of Benefits, of the person that the company of the Insured Person appoints as a replacement of the Confined Insured Person. The Travel Ticket will be purchased in the same class as the Insured Persons who is being replaced. The replacing executive must secure or purchase, at the moment he/she starts the Trip and for its whole duration, the same Starr Travel Insurance product that the replaced executive had.

## PART II - DEFINITIONS

**“Accident”** means an unintentional act or unforeseen, unusual, unexpected or involuntary event which caused Injury or death.

**“Acquired Immune Deficiency Syndrome” or “AIDS”** shall have the meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immunodeficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a seropositive test for HIV.

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**“Acts of Nature”** B=an event that occurs due to natural causes without human intervention that could not have been foreseen or prevented by foresight.

**“Activities of Daily Living”** means:

- (a) Washing - the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- (b) Dressing - the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- (c) Transferring - the ability to move from a bed to an upright chair or wheelchair and vice versa;
- (d) Mobility - the ability to move indoors from room to room on level surfaces;
- (e) Toileting - the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- (f) Feeding - the ability to feed oneself once food has been prepared and made available.

**“Adverse Weather”** means any severe weather condition, which delays the scheduled arrival or departure of a common carrier.

**“Anniversary Date”** means each anniversary of the Policy’s effective date stated in the Schedule.

**“Cardholder(s)”** shall mean the principal or supplementary member and has a valid unexpired Eligible Card issued by the Policyholder in the Philippines, and who at the time of a covered claim or loss is still an active member.

**“Child(ren)”** means dependent child of the Cardholder who are six (6) weeks up to eighteen (18) years old.

**“Civil War”** means an internecine war, or a war carried on between or among opposing citizens of the same country or nations.

**“Common Carrier”** means any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire.

**“Common Carrier Operator”** means a company or an individual that operates a Common Carrier and is licensed to carry passengers for hire.

**“Confined” or “Confinement”** means admitted in a Hospital for medical treatment due to an Injury or Sickness upon the recommendation of a Qualified Medical Practitioner and continuously stays in the Hospital prior to his/her discharge from the Hospital. Confinement will be evidenced by the daily room and board charged by the Hospital.

**“Confirmation of Cover”** means the document issued by the Us to the Insured Person which describes in general the insurance protection to which the Insured Person is entitled to under the Group Policy. Any Confirmation of Cover in effect when the Group Policy is cancelled, nonrenewed or otherwise terminated shall continue to be in effect for the period of coverage specified in the Confirmation of Cover.

**“Cooling off or Free-look Period”** refers to the number of days provided in the financial products or service contract, commencing from the time of receipt of the contract by the financial consumer until the last day of the period provided in Part VII of this document, that the financial consumer may return or cancel the contract, and if ever payment was made, the amount paid shall be returned in full to the consumer provided that no claim has been made.

**“Credit Card”** means the physical or digital card issued by the Policyholder, allowing Cardholders to borrow money (up to a set limit) to make purchases and pay later, with the option to pay back the borrowed amount in full or installments, potentially incurring interest if not paid in full.

**“Domestic Trip”** means a journey within the territorial limits of the Republic of the Philippines that is undertaken by the Insured Person and which the planned destination is beyond one hundred (100) kilometers from the Usual Place of Residence or place of business when traveling by air, land, or sea.

**“Effective Date”** means the date on which insurance on the Policy Schedule commences.

**“Elements”** means extreme weather conditions including but not limited to drought, heatwave, sandstorm, and blizzard.

**“Eligible Card”** means the physical or digital card issued by the Policyholder subsequently endorsed in the Schedule that meets the conditions needed to receive the benefit and participate in this insurance program provided by the Policyholder to its Cardholders.

**“Entrance Fees”** means an amount of money that is paid to gain entry into a theme parks, stadiums, museums, & theaters. This excludes fees paid to register, enroll, sign-up for a business conferences, courses, and workshops.

**“Equipment Failure”** means any sudden and unforeseen breakdown in the air common carrier’s equipment that caused a delay interruption of normal trips.

**“Escort”** means an Immediate Family Member, legal guardian, or person authorized/nominated by the Insured/Insured’s spouse, originating from the Philippines.

**“Family Members”** shall mean the Cardholder’s legal spouse who is eighteen (18) to seventy-five (75) years old, and Cardholder’s dependent Children who are six (6) weeks up to eighteen (18) years old travelling with or accompanied by the Cardholder or Cardholder’s legal spouse. The number of dependent Children shall be subject to a maximum of eight (8) children per Trip.

**“Fractured Leg or Patella with Established Non-Union”** means a complete break into two pieces of the patella or leg bone where:

- (a) the patella or leg bone does not mend properly such that it cannot function normally; and

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(b) this condition is diagnosed by a Qualified Medical Practitioner to last for the remainder of the Insured Person's life.

**"Hospital"** means an establishment which meets all the following requirements:

- (a) holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction); and
- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; and
- (c) provides 24-hour a day nursing services by registered or graduated nurses; and
- (d) has a staff of one or more Qualified Medical Practitioner(s) at all times; and
- (e) provides organized facilities for diagnosis and major surgical facilities; and
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment, or a place for treating alcoholics or drug addicts.

**"Immediate Family Member"** means the Insured Person's spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister or grandchild.

**"Infectious Diseases"** mean any kind of infectious diseases that have not attained the status of a pandemic as declared by the World Health Organization or an epidemic in the places covered by a Trip as declared by the public health authority in those places.

**"Injury"** means bodily injury which is solely caused by an Accident and independently of any other cause.

**"Insured Person"** means the person(s) insured in the Schedule or subsequently endorsed hereon and with respect to whom Premium has been paid or agreed to be paid by the Policyholder.

**"International Trip"** means a journey taken by an Insured Person going Overseas or outside of the Philippines. The journey shall be deemed to commence when the Insured Person is cleared to travel at the immigration counter in the Philippines for the purpose of starting the journey; and cease when he/she returns to the immigration counter in the Philippines upon completion of such journey.

**"Loss of Thumb(s) / Finger(s) / Toe(s)"** means complete severance through or above the metacarpophalangeal or metatarsophalangeal joints.

**"Loss of Hearing"** means total and irrecoverable loss of hearing.

**"Loss of Limb"** means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

**"Loss of Sight"** means the entire and irrecoverable loss of sight.

**"Loss of Speech"** means the disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds, or total loss of vocal cord or damage of speech center in the brain resulting in Aphasia.

**"Loss of Use of Limb(s) / Thumb(s) / Finger(s) / Toe(s)"** means total functional disablement of any limb, thumb, finger or toe and is treated like the total loss of said limb, thumb, finger or toe.

**"Malignant Neoplasm"** shall include but not be limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an illness or disability, in the presence of Acquired Immune Deficiency Syndrome (AIDS).

**"Medically Necessary Expenses"** means expenses incurred as a result of Injury or Sickness sustained while on board a scheduled flight or Common Carrier when taking International Trip and paid by the Insured Person to a legally Qualified Medical Practitioner, Hospital and/or ambulance service for medical, surgical, X-ray, Hospital or nursing treatment including the cost of medical supplies and ambulance hire and including the cost of dental treatment where such treatment is necessarily incurred to restore sound and natural teeth, caused only by an Accident. All treatment must be prescribed by a Qualified Medical Practitioner in order for expenses to be reimbursed under this Policy.

**"One-Way Trip"** shall mean a Domestic Trip or International Trip for which a return leg has not been arranged. The insurance coverage ceases when the Insured Person arrives at the booked or first planned destination or on the expiry date specified in the Schedule, whichever occurs first.

**"Opportunistic Infection"** shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection caused in the presence of Acquired Immune Deficiency Syndrome (AIDS).

**"Overseas"** means from, to, or relating to a foreign country.

**"Pair or Set"** means a number of items of Personal Baggage or Personal Effects associated as being similar or complementary or used together.

**"Percentage of Sum Insured"** means the Percentage of Sum Insured stated in Compensation Table 1 and/or Compensation Table 2 of Part I herein.

**"Permanent"** means lasting twelve (12) consecutive months from the date of Accident and at the expiry of that period being beyond hope of improvement as certified by a Qualified Medical Practitioner.

**"Permanent Total Disablement"** means when as the result of Injury and commencing within twelve (12) consecutive months from the date of Accident, the Insured Person is totally and permanently disabled and prevented from engaging in occupation or employment for which he/she is reasonably qualified by reason of his/her education, training or experience; or if he/she has no business or occupation at the time of Injury, Permanent Total Disablement means the inability to perform his/her Activities of Daily Living of like age and sex. Such disability has to continue for a period of

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twelve (12) consecutive months and certified by a Qualified Medical Practitioner to be total, continuous and permanent for the remainder of his/her life.

**“Personal Effects”** means personal items regularly worn or carried by the person for his/her personal use such as clothing, jewelry, and toiletries.

**“Policy or Group Policy”** means this Policy and any other documents stated in Entire Contract of Part VII herein.

**“Policyholder or Group Policyholder”** means a person, employee group, affinity group, company or entity who is an applicant of the Policy and is named in the Schedule as Policyholder.

**“Pre-existing Condition or Chronic Condition”** means a disease, illness, or Injury that has at least one of the following characteristics:

- It continues indefinitely and has no known cure
- It comes back or is likely to come back
- It is permanent
- It needs long-term monitoring, consultations, checkups, examinations or tests
- It needs rehabilitation therapy or structured medical, physical, or psychological programs to cope with the medical condition
- It limits Activities of Daily Living

It is the condition for which the Insured Person has been diagnosed, received or was recommended by a Qualified Medical Practitioner for any treatment, consultation or prescribed drugs, or the signs or symptoms of which the insured person was aware or should reasonably have been aware within one hundred eighty (180) consecutive days immediately prior to the Policy’s Effective Date for a Single Trip Policy or the commencement of each Trip for an Annual Travel Policy.

**Condition** as used herein means any specific disease, illness, or Injury requiring medical treatment, advice or medication, including all underlying or related conditions and all adverse effects or reactions of medicines and treatments being taken by the Insured Person.

**“Qualified Medical Practitioner”** means any person qualified and legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical and regular service, but excluding a Qualified Medical Practitioner who is the Insured Person, an Immediate Family Member of the Insured Person or someone living in the same household as the Insured Person.

**“Round-Trip”** shall mean a journey taken by the Insured Person for which a return leg has been arranged.

**“Schedule”** means the Schedule attached to and incorporated in this Policy.

**“Second Degree Burn”** means both the epidermis and the underlying dermis are damaged caused by heat, electricity, chemicals, light or radiation.

**“Serious Injury or Serious Sickness”** means injury or sickness which requires treatment by a Qualified Medical Practitioner and which results in the Insured Person being certified by that Qualified Medical Practitioner as having a medical condition requiring hospital confinement or being unfit to travel or continue with his/her Trip. When Serious Injury or Serious Sickness is applied to the Immediate Family Member, travel companion or co-partner, it means injury or sickness which requires treatments by a Qualified Medical Practitioner and which results in the Immediate Family Member, travel companion or co-partner being certified by that Qualified Medical Practitioner as having a medical condition requiring hospital confinement which leads to the discontinuation or cancellation of the Insured Person’s Trip.

**“Sickness”** means an illness or disease first contracted by the Insured Person during the Trip that requires treatment by a Qualified Medical Practitioner.

**“Sum Insured”** means the amount of sum insured stated in the Schedule.

**“Terrorist”** or **“Member of a Terrorist Organization”** means any person who commits, or attempts to commit, a Terrorist Act or who participates in or facilitates the commission of a Terrorist Act and/or is verified or recognized or designated by any government or authority or committee as a terrorist.

**“Terrorist Act”** means an act including but not limited to the use or threatened use of force or violence against person or property, or the commission of an act that is dangerous to human life or property, or the commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

**“Third Degree Burn”** means full thickness skin destruction caused by heat, electricity, chemicals, light or radiation.

**“Travel NAC”** shall mean the Group Travel Insurance secured by the Policyholder for its Cardholders from Starr International Insurance Philippine Branch as the insurer at No Additional Cost (NAC).

**“Travel Ticket”** means the cost of travel ticket purchased for travelling on any Common Carrier.

**“Trip”** a journey taken by the Insured Person either International Trip or Domestic trip.

**“Usual, Customary and Reasonable Medically Necessary Expenses”** shall mean a charge which is made for treatment, supplies or medical services medically necessary to treat the Insured Person’s condition; does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and does not include charges that would not have been made if no insurance existed.

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**“Usual Place of Residence”** means the place in the Philippines where the Insured Person currently stays or lives or the regular place of active employment of the Insured Person. In the case of Domestic Trip, it is the place in the Philippines where the Insured Person is staying during the Trip.

**“War”** means war (declared or undeclared) or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious, or other ends.

**“We, Us, Our”** means Starr International Insurance Philippines Branch.

## PART III – GENERAL EXCLUSIONS

We shall not pay under any section of this Policy for loss, Injury, damage or liability suffered and/or sustained by or arising directly or indirectly as a result of or in connection with:

1. War, Civil War, invasion, insurrection, revolution, use of military power or usurpation of government or military power, direct participation in strike, riot and civil commotion;
2. Nuclear risks of any nature; biological, chemical, radioactive, nuclear pollution or contamination exposure;
3. Any prohibition or regulations by any government, confiscation, detention, destruction by customs or other authorities;
4. An Insured Person who is a Terrorist or a Member of a Terrorist Organization;
5. Commission of any illegal or unlawful act by the Insured Person;
6. An Insured Person not taking all reasonable efforts to avoid Injury or to minimize any claim under this Policy;
7. Riding or driving in any kind of motor racing competition, engaging in a professional capacity in any sport where an Insured Person would or could earn income or remuneration from engaging in such sport as a source of income;
8. Any loss which is connected with the effects of alcohol or drugs other than those prescribed by a Qualified Medical Practitioner;
9. Suicide or attempted suicide or intentional self-injury, or self-exposure to needless peril;
10. Any medical treatment received in the course of a Trip which was made for the purpose of receiving medical treatment (need not be the sole purpose); or the Trip was undertaken while the Insured Person was unfit to travel or against the advice of a Qualified Medical Practitioner;
11. Any Pre-existing Condition, cosmetic, plastic or any elective surgery, surgical or non-surgical treatment of obesity (including morbid obesity) or weight control programs, congenital or heredity disease or defect, congenital anomalies or any complications or conditions arising therefrom;
12. Health check-ups or any investigation(s) not directly related to admission diagnosis, sickness or injury, or any treatment or investigation which is not medically necessary;
13. Insured Person's expenses incurred relating to the cost of prosthesis, contact lens, hearing aids, dentures and other medical equipment; or any expenses incurred relating to dental or optical treatment unless such costs are necessarily incurred due to an Accident;
14. Psychosis, sleep disturbance disorder, mental or nervous disorders, pregnancy, miscarriage or childbirth;
15. Any Injury or Sickness commencing in the presence of a zero positive test for sexually transmitted disease;
16. An Insured Person engaging in naval, military or air force service or operations; armed force service;
17. Piloting or serving as a crewmember or riding in any aircraft except as a fare paying passenger on a regularly scheduled airline;
18. Any loss which occurs while the Insured Person is in any country whereby the provision of insurance or payment for a loss or claim would be prohibited by the U.S. economic or trade sanctions laws, regulations or designations;
19. Notwithstanding any provision to the contrary, this Policy is not liable for and excludes any loss, damage, liability, expense, fines, penalties or any other amount directly caused by or arising out of any of the following:
  - (a) Any Infectious Disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
  - (b) Severe acute respiratory syndrome Coronavirus 2 (SARS-CoV-2) or Coronavirus disease (COVID-19), including any mutation or variation thereof; or
  - (c) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority; or
  - (d) Any side effect or complications arising from a vaccination against COVID-19.If We allege that, by reason of this exclusion, any amount is not covered by this Policy, the burden of proving the contrary shall rest on the Insured Person;
20. No reimbursement of fees, deposits and/or any loss arising from inappropriate travel documentation requirements such as, but not limited to, late release of visas, refusal of entry by the government of destination, or refusal to depart from the originating city because of inappropriate travel documentation; or
21. Any loss arising from the rejection by any government immigration authorities whether departing or arriving at any particular country.

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## PART IV – TERMINATION OF COVERAGE

The Policyholder has the obligation to inform the Insured Person of the intended termination of the Group Policy by Us or by the Policyholder. Any Confirmation of Cover in effect when the Group Policy is cancelled, nonrenewed or otherwise terminated shall continue to be in effect for the period of coverage specified in the Confirmation of Cover.

1. We may terminate this Policy at any time during the Period of Insurance by giving thirty (30) days prior notice in writing to the address shown in the Policy of the Policyholder or to its insurance broker provided that the broker is authorized in writing by the policy owner to receive the notice. This notice period may be made shortened, taking into account the period of insurance.
2. In accordance with Section 64 of the Insurance Code, the notice shall be based on one or more of the following, occurring after the Effective Date of this Policy:
  - (a) Nonpayment 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) Physical changes in the property insured which result in the property becoming uninsurable;
  - (f) Discovery of other insurance coverage that makes the total insurance in excess of the value of the property insured; or,
  - (g) A determination by the Commissioner that the continuation of the policy would violate or would place the insurer in violation of this Code.
3. The Policyholder may cancel this Policy within five (5) days of purchasing this Policy by giving Us a written notice.
4. The right of the Insured Person to cancel the Policy under this provision will no longer be available once the Trip or the period of insurance has commenced, the Insured Person has used the Policy, once the period of insurance has lapsed or when a claim on the Policy has been filed.

## PART V - PREMIUM PROVISIONS

### PREMIUM

The premiums for this Policy will be based on the rates currently in force in the application or agreed in the quotation slip, the plan and the coverage and amount of insurance in effect. However, We reserve the right to change rates at any time if any of the following events take place during the period of insurance:

- (a) The terms of the Policy change;
- (b) A division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy;
- (c) There is a change in the factors bearing on the risk assumed;
- (d) There is a misrepresentation in the information We relied on in establishing the premium rate;
- (e) Any law or regulation is amended to the extent it affects Our benefit obligation.

### PAYMENT OF PREMIUM

The premium is due on the Policy's Effective Date. If any premium is not paid when due, the Policy will be canceled, subject to prior notice as provided under Part IV above, as of the premium due date.

### RIGHT OF RETURN OF PREMIUM

In accordance with Sections 80 to 83 of the Amended Insurance Code (RA No. 10607),

- (a) An Insured Person is entitled to a return of premium, as follows:
  - 1) To the whole premium if no claims have been made by the Policyholder or any Insured Person on the Policy;
  - 2) In the event of termination of an annual travel policy and the Insured Person surrenders his/her policy, We shall return promptly the pro-rata premium to the Policyholder. Premiums shall be computed in accordance with the applicable percentage indicated below, after deducting from the whole premium any claim for loss or damage under the policy which has previously accrued but in no event less than Our customary minimum premium.

Covered Period	Retentive Percentage of Annual Premium
6 Months (Minimum)	70%
Over 6 Months	100%

- (b) If a peril insured against has existed, and the insurer has been liable for any period, however short, the Insured Person is not entitled to return of premiums, so far as that particular risk is concerned.
- (c) An Insured Person is entitled to a return of the premium when the contract is voidable, and subsequently annulled under the provisions of the Civil Code; or on account of the fraud or misrepresentation of the insurer, or of his agent, or on account of facts, or the existence of which the insured was ignorant of without his fault; or when by any default of the insured other than actual fraud, the insurer never incurred any liability under the policy;

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- (d) An Insured Person is not entitled to a return of premium if the policy is annulled, rescinded or if a claim is denied by reason of fraud;
- (e) In case of an over insurance by several insurers, the Insured Person is entitled to a ratable return of the premium, proportioned to the amount by which the aggregate sum insured in all the policies exceeds the insurable value of the thing at risk.

## PART VI – CLAIM PROVISIONS

### OBLIGATION

The following clauses in this section of the Policy relating to Claims Provisions shall be deemed condition precedents to the liability for Us to make any payment under this Policy.

### TIME OF NOTICE OF CLAIM

Written notice of a claim must be given to Us within thirty (30) days after occurrence of any Accident or other event that might give rise to a claim under this Policy. However, in the event of accidental death, notice must be given to Us within fifteen (15) days from the date of the incident.

### FORMS FOR PROOF OF LOSS

We, upon receipt of such notice, shall furnish to the claimant such forms as are usually furnished by Us for filing proof of loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, 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, character and extent of the loss for which a claim is made. All certificates, information and evidence required by Us shall be furnished at the expense of the Insured Person/claimant or his legal personal representatives and shall be in such form and of such nature as We may prescribe.

### SUFFICIENCY OF NOTICE

Such notice by or on behalf of the Insured Person given to Us or to Our general agent, with particulars sufficient to identify the Insured Person shall be deemed to be notice to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it is shown that it was not reasonably practicable to give such notice and that notice was given as soon as was reasonably practicable.

### CLAIMANT COOPERATION PROVISION

Failure of the claimant to cooperate with Us in the administration of a claim may result in the delay or termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### TIME FOR FILING PROOF OF LOSS

Affirmative proof of loss must be furnished to Us at Our said office in case of a claim for such loss within ninety (90) days after the termination of the period for which We are liable under this Policy. If it is shown that it was not reasonably practicable to give such notice within such time, such proof must be furnished as soon as reasonably practicable and in any event within one (1) year after the date of such loss.

### PHYSICAL EXAMINATION AND AUTOPSY

We reserve the right to have a Qualified Medical Practitioner examine the Insured Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We shall pay the cost of the examination or autopsy.

### FRAUDULENT CLAIMS

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured Person or anyone acting on the Insured Person's behalf to obtain any benefit under this Policy, this Policy shall immediately become terminated and all benefit in respect of such claims shall be forfeited from the date on which the fraudulent claim is proffered.

### RIGHT OF RECOVERY

In the event authorization of payment and/or payment is made by Us or for a medical claim which is not covered under this Policy or when the limit of liability of this insurance is exceeded, We reserve the right to recover the said sum or excess from the Insured Person.

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In the event authorization of payment and/or payment is made by Us for any claim for defense or legal costs covered under this Policy and later on the Insured Person was found in bad faith by the courts, We reserve the right to recover the sum of claims paid from the Insured Person.

## SUBROGATION

In the event of any payment under this Policy, We shall be subrogated to all the Insured Person's rights of recovery therefore against any person or organization and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

## LEGAL ACTIONS

No action at law or in equity shall be brought 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. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished. In any event, no legal action shall be brought after the expiration of twelve (12) months from notice of denial of the claim.

## PART VII – GENERAL CONDITIONS

### ENTIRE CONTRACT

The Policy, Schedule, applications, endorsements, and attachments (if any) shall constitute the entire contract of insurance. No statement made by the Policyholder not included herein shall void the Policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this insurance or to waive any of its provisions. No change in this insurance shall be valid unless approved by Us and endorsed hereon in accordance with Section 50 of the Insurance Code.

### GEOGRAPHICAL LIMIT AND OPERATIVE TIME

Insurance provided under this Policy shall apply twenty-four (24) hours a day anywhere in the world in the course of a Trip unless endorsed or amended by Us.

### FREE-LOOK PERIOD

If the Insured Person is not completely satisfied with the Policy, it can be returned, together with a letter, duly signed by the Insured Person, requesting for cancellation. The Policy will then be cancelled and the premium refunded.

This Free-Look Period has the following conditions:

1. The cancellation request must be sent directly to and received by Us within five (5) days from the date of issue of the Policy.
2. No refund can be made if the request to cancel is received by Us, after the commencement of any Trip.
3. The request to cancel must not be due to visa denial. In case of visa denial, the amount of refund stipulated under the Right of Return of Premium clause will apply.
4. No refund can be made when a claim has been incurred and submitted to Us.
5. All financial products or services offered by Us which are required to have a cooling-off or free-look period, as prescribed by law, rules and regulations issued by the Commission, shall have the applicable cooling-off period as follows:

Coverage Period	Cooling-off Period
Longer than six (6) months	Fifteen (15) days
Longer than thirty (30) days up to six (6) months	Five (5) days
Thirty (30) days or less	No cooling-off period

### APPLICABLE LIMITS

The benefits indicated in the Policy Schedule are per Trip or per the approved extended coverage per Trip.

### TO WHOM INDEMNITIES PAYABLE

Benefits payable under this Policy shall be made to the Insured Person; however, in the event of his/her death, to the beneficiary designated by the Insured Person provided such beneficiary is not legally disqualified and survives the Insured Person; or in the absence of beneficiary designation, to the person or persons then surviving in the following order of preference: (a) legal spouse; (b) Children; (c) parents; (d) brothers and sisters; otherwise, to the estate of the Insured Person.

Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.

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## **SETTLEMENT OF CLAIM CLAUSE**

The amount of any loss or damage for which We may be liable under this Policy shall be paid within thirty (30) days after proof of loss is received by Us and ascertainment of the loss or damage is made either by agreement between the Insured Person and Us or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by Us of the proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt. Refusal or failure to pay the loss within the time prescribed will entitle the Insured Person 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.

## **CURRENCY**

Premiums shall be billed in the same currency as the policy issued. Policy benefits and claims shall be payable in the currency of the insurance policy issued. However, payment may be made in another currency subject to the agreement between Us and the Policyholder or Insured Person.

## **POLICY VALIDATION**

This Policy is applicable to leisure and business travel. With regard to business travel, this Policy shall only apply to a Trip undertaken for the purpose of carrying out professional, managerial, clerical and/or administrative tasks.

## **ASSIGNMENT**

No notice of assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof is filed at Starr International Insurance Philippines Branch, 23rd Floor, Tower 2, The Enterprise Center 6766, Ayala Avenue corner Paseo de Roxas, Legaspi Village, Makati City and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of Us shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

## **REINSTATEMENT OF POLICY**

If this Policy lapses due to non-payment of premium, it may be reinstated with Our approval. The benefits shall not, however, be payable for any event likely to give rise to a claim under this Policy which occurs while the Policy had lapsed and Pre-existing Condition should re-apply as if the Policy commenced on such reinstatement date.

## **RENEWAL CLAUSE**

For annual travel policy, the Policy shall be renewable from the Anniversary Date with Our consent by payment of premium in advance at Our premium rate in force at the time of renewal. However, We reserve the right to make adjustments on the premium rates, benefits, terms and conditions of this Policy or not invite renewal at Our discretion, upon giving forty-five (45) days prior written notice mailed or delivered to its insurance intermediary or the Policyholder's last known address on record. Any increase in premium shall be determined by the losses made against the policy as determined by Starr and duly communicated to the Insured prior issuance of the renewal of policy.

## **TRIP EXTENSION**

In the event the Trip is being unavoidably delayed which is outside the control of the Insured Person, the insurance cover shall be automatically extended until the Insured Person's return to the Philippines subject to a maximum of seven (7) days at no additional premium. However, the Insured Person must seek Our approval for such extension prior to the expiry date of the Policy.

## **EXAMINATION OF RECORDS AND AUDIT**

We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within two (2) years after the termination of the Policy as they relate to the premiums or subject matter of this Policy.

## **OTHER INSURANCE**

If any loss, damage or legal liability covered under this Policy is also covered by any other insurance, We shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance, provided that the benefit of Accidental Death and Disablement, Burns Benefit, Overseas Hospital Cash and Travel Delay shall not be limited by the foregoing limitation.

## **MEDIATION PROVISION PER IC CIRCULAR LETTER 2015-58A**

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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."

## **INSURABILITY OF DAMAGES, FINES, AND PENALTIES PER IC CIRCULAR LETTER 2017-49**

It is hereby declared that damages which are exemplary and punitive in nature, regardless of the nature of the proceedings where the same is awarded, are not insurable under Philippines laws on the ground that the same is against public policy.

Public policy is that principle of the law which holds that no subject or citizen can lawfully do that which has the tendency to be injurious to the public or against the public good. In contracts, as to the consideration or thing to be done, which has the tendency to injure the general public.

## **CIVIL CODE ARTICLE 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 an 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.

## **GOVERNING LAW**

This Policy is subject to the laws of the Philippines and the parties hereto agree to submit to the jurisdiction of the courts of the Philippines.

## **DISPUTE RESOLUTION**

In the event of any dispute which may arise under or in connection with this Policy, whether arising before or after the termination of this Policy, including any determination of the amount of loss, We and the Insured Person agree to participate in a mediation process administered by the Insurance Commission or any recognized mediation institution to resolve such dispute before resorting to arbitration, litigation, or some other dispute resolution procedure. Any mediation process in respect of any claim brought by the Insured Person for loss or damage under this Policy shall be commenced within thirty (30) days after proof of loss is received by Us, and any mediation process must be concluded within thirty (30) days from and after its commencement. In the event that a dispute is not settled through mediation, either party shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration proceeding to resolve such dispute. However, such judicial or arbitration proceeding shall not be commenced until at least ninety (90) days after the date the mediation shall have been concluded or terminated.

In the event the dispute is not settled by mediation, and provided that no party has earlier brought the dispute for resolution by a competent court, either party may submit the dispute to a binding arbitration proceeding in accordance with the Rules of Arbitration of the International Chamber of Commerce, in which the arbitration panel shall be composed of three disinterested individuals. In either mediation or arbitration, the mediator(s) or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. Any mediation or arbitration and all related proceedings will be conducted in English. If a party submits a document, witness evidence in a language other than English, that party must also submit an accurate English translation of the same. Each party shall bear its own costs and only share equally the common expenses of the mediation or binding arbitration such as the fees to be paid to the mediator or arbitrator and the mediation or arbitration center.

Notwithstanding the pendency of an arbitration proceeding, any aggrieved party may seek an interim or provisional relief, including but not limited to a preliminary injunctive relief or restraint from the appropriate court. This is without prejudice to the right of a party to seek such interim or provisional relief from the arbitral tribunal.

Notwithstanding any of the foregoing, in respect of any claim of the Insured Person for loss or damage under this Policy, if no ascertainment of loss is made by the parties through the mediation process and following its conclusion but within sixty (60) days after proof of loss is received by Us, We shall pay the amount of loss or damage claimed by the Insured Person within ninety (90) days after proof of loss is received by Us, without prejudice to any remedy available to Us to recover the amount paid should it be determined thereafter that the claim is not entitled to indemnification under this Policy.

In the alternative, if the dispute is not settled by mediation, either party may bring the proper action before the competent courts in the Philippines, provided that no party has earlier submitted the dispute to binding arbitration.

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Refusal or failure to pay the loss within the period prescribed herein will entitle the Insured Person 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.

## CLERICAL ERROR

Our clerical errors shall neither invalidate insurance otherwise valid nor continue insurance otherwise not valid in accordance with the provisions of this Policy and the applicable laws.

## DATA PRIVACY

The Insured Person hereby agrees that any personal information collected or held by Us is provided and may be held, used and disclosed by Us to individuals/organizations associated with Us or to any selected third party (within or outside the Philippines for the purposes of processing any claim under this Policy and providing subsequent services for this and other financial products and services, direct marketing, data matching and communicating with him/her for such purposes. If he/she does not wish to receive any direct marketing materials or calls, or wish to request access to and/or correction of any personal information held by Us concerning himself/herself, he/she should write to Starr International Insurance Philippines Branch at the 23<sup>rd</sup> Floor, Tower 2, The Enterprise Center 6766, Ayala Avenue corner Paseo de Roxas, Legaspi Village, Makati City.

## COMPLIANCE WITH APPLICABLE ECONOMIC AND TRADE SANCTION LAWS

Any benefit or payment under this Policy will only be made in full compliance with all economic or trade sanctions, laws or regulations of any government or jurisdiction, including but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Whenever coverage provided under this Policy would be in violation of any such sanctions, laws or regulations, such coverage shall be null and void ab initio.

## AVAILABILITY OF THE GROUP POLICY

This Group Policy shall be kept in the main office of the Policyholder and shall be in custody of its authorized officer. This Group Policy shall be available to the Insured Person for inspection during the regular office hours of the Policyholder.

IN WITNESS WHEREOF, the STARR INTERNATIONAL INSURANCE PHILIPPINES BRANCH has caused this Policy to be executed on its behalf by the undersigned Authorized Representative.

**STARR INTERNATIONAL INSURANCE PHILIPPINES BRANCH**  
TIN # 008 514 896



**RODERICK GIL R. NARVACAN**  
Country Manager, Philippines

Documentary Stamps have been affixed to the issued policy. It is understood that upon the issuance of the policy, no payment for Documentary Stamps Tax will be refunded as a result of the cancellation or endorsement of the issued policy or reduction in the premium due to whatever reason.

## IMPORTANT NOTICE

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