

**Group Policy Number** : LATA00023624  
**Group Policyholder** : BANCO DE ORO UNIBANK, INC. – AMEX IDC Gold  
**Address** : BDO Corporate Center, 7899 Makati Avenue, Makati City  
**Period of Insurance** : 01 April 2024 to 31 March 2025

**SCHEDULE OF BENEFITS**

Benefits	Sum Insured / Person (USD)
<b>Travel Accident Insurance</b>	
A. Accidental Death & Disablement	
- Loss of Life	Up to 300,000
- Loss of Both Hands or Feet or Sight of Both Eyes	Up to 300,000
- Loss of One Hand or Foot or Sight of One Eye	Up to 150,000
- Loss of Thumb and Index Finger of the Same Hand	Up to 75,000
B. Accidental Burial Benefit	Up to 200
<b>Travel Inconvenience</b>	
C. Burns Benefit	N/A
D. Medical Expenses	Up to 25,000
- Overseas Hospital Cash (excluding due to COVID-19)	N/A
- Medical Expenses due to COVID-19	Up to 1,250
- Automatic Extension Benefit	Up to 10 days
E. Hotel Expense due to Convalescence	N/A
F. Loss of or Damage to Personal Baggage and Personal Effects	250 per Insured, max of 500 per family (per item limit of 150)
- Personal Baggage and Effects Extension	N/A
- Extended Baggage and Personal Effects	Up to 5,000 (per item limit of 300, deductible 75 per item)
G. Baggage Delay	Minimum 6 hours delay, Up to 150, max of 300 per Family. After 72 hours, additional 150 per Insured, max of 300 per family
H. Loss of Personal Money	N/A
I. Document Loss	N/A
J. Travel Delay	Minimum 4 hours delay, Up to 150 per insured, max of 300 per Family. After 72 hours, additional 150 per Insured, max of 300 per family
- due to Aircraft Hijack	Minimum 24 hours delay, Up to 2,500; additional 5,000 after 72 hours
K. Travel Reroute (12 hours delay)	N/A
L. Missed Connecting Flight	minimum 4 hours delay, Up to 150 per Insured, max of 300 per Family
M. Trip Cancellation	Up to 150 per Insured, max of 300 per Family
N. Trip Curtailment	Up to 150 per Insured, max of 300 per Family
O. Flight Overbooked	minimum 4 hours delay, Up to 150 per Insured, max of 300 per family
P. Personal Liability	N/A
Q. Rental Vehicle Excess	N/A
R. Loss of Credit Card	N/A

**Claims Inquiries:**  
[claimcare.ph@starrcompanies.com](mailto:claimcare.ph@starrcompanies.com); (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

**SPECIAL PROVISIONS**

Attached to and forming part of  
Group Policy No. **LATA00023624**

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

**Policyholder**

BANCO DE ORO UNIBANK, INC. (hereinafter referred to as "BDO"/"Policyholder"), for and on behalf of their eligible principal and supplementary **American Express Gold Card - IDC** (collectively known as **AMEX IDC Gold**) Credit Card Cardholders and their spouses and dependent children.

**Insured Person(s)**

The Insured Persons are the eligible **AMEX IDC Gold** Cardholders and their Family Members who travel as passengers on land, sea, or air common carrier, provided that the fare or tickets are paid using his/her **AMEX IDC Gold** Credit Card.

**Operation of Insurance Coverage**

This insurance for the Insured Person shall operate only when he/she is taking an International Trip or Domestic Trip during the Period of Insurance. If the entire fare for the round-trip ticket has been fully paid through his/her **AMEX IDC Gold** Credit Card, the International or Domestic Trip is covered for a maximum duration of 90 days.

If the fare paid was for one-way ticket 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 first booked destination.

**Aggregate Limit**

USD 5,000,000 overall limit for all USD credit card issued to both Corporate and Consumer  
USD 600,000 overall limit per Family for all USD credit card issued to both Corporate and Consumer

In case where the wordings of the Special Provisions and the Policy Wordings are in conflict, the wordings, terms and conditions of the Special Provision will apply.

**PART I - DEFINITIONS**

**Definitions under this Program:**

**"Cardholders"** shall mean the principal or supplementary member who is 18-75 years old and has a valid unexpired eligible Credit Card issued by the Policyholder in the Philippines, and who at the time of a covered claim or loss is still an active Cardholder.

**"Family Members"** shall mean the Cardholder's legal spouse who is 18-75 years old and accompanied dependent children (maximum of 8), who are 6 weeks up to 18 years old.

**"Insured Person"** shall mean the Cardholders and Family Members as defined herein.

**"Program"** shall mean the Group Travel Insurance secured by the Policyholder for its Cardholders from Starr International Insurance Philippine Branch (herein referred to as the Company) as the insurer.

**"Public Conveyance"** shall mean any air, land or water conveyance, which is duly licensed for the regular transportation of fare-paying passengers and shall include Scheduled Flight as defined herein but shall exclude any hired or rental car or any conveyance operated for the purpose of amusement or entertainment. For the avoidance of any doubt, travel via cruise ship shall be covered by the Program and shall not be considered as "conveyance operated for purposes of amusement or entertainment".

**"Scheduled Flight"** shall mean a flight in an aircraft operated by an Air Common Carrier Operator provided that such Air Common Carrier Operator holds a certificate, license, or similar authorization for scheduled air transportation for fare-paying passengers issued by the relevant authorities in the country in which the aircraft registered and in accordance with such authorization, maintains and publishes schedules and tariffs for passenger service between named airports at regular and specific times. Such Scheduled Flight is regularly and continually flown on routes and at the times as published in the ABC World Airways Guide as amended from time to time. Departure times, transfers and destination points shall be established by reference to the Insured Person's Scheduled Flight ticket.

**Definitions under the Insurance Policy:**

**"Accident"** means a sudden, unforeseen, and fortuitous event that results in the Insured Person suffering Death or Injury.

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

**"Additional Expenses"** means any expenses for meals and lodging which were necessarily incurred as the result of a covered hazard, and which were not provided by the air common carrier or any other party.

**"Air Common Carrier"** means any air conveyance operating under a license for the transportation of passengers for hire.

**"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.

**"Domestic Trip"** means a journey taken by an Insured Person within the Philippines subject to a maximum of ninety (90) days from the Usual Place of Residence for which a return leg has been arranged.

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

**"Hospital or Hospitalization"** shall mean Hospital (other than an institution for the aged, chronically ill or convalescent rest or nursing home and/drug or alcohol rehabilitation facilities) operated pursuant to law for the care and treatment of injured or sick persons with organized facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision.

**"Inclement Weather"** means any severe weather condition, which delays the scheduled arrival or departure of an air common carrier.

**"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"** whenever used in this Policy shall mean bodily Injury sustained by the Insured Person during the Period of Insurance and is caused solely and directly by an Accident independently of any other causes.

**"International Trip"** means a journey taken by an Insured Person outside the Philippines subject to a maximum of ninety (90) days from the date departure from the Philippines until his/her return to the Philippines.

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

**"Medically Necessary Expenses"** means expenses incurred as a result of Injury or Sickness sustained while on board a scheduled flight or public conveyance 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.

**"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 Table of Losses and/or Compensation Table herein.

**"Personal Baggage or Effects"** means personal items regularly worn or carried by the person for his/her personal use.

**"Group Policy or Policy"** means this Policy and any other documents stated in Entire Contract of General Conditions herein.

**"Pre-existing Condition"** means the condition for which the Insured Person received or was recommended by a Qualified Medical Practitioner for any treatment, diagnosis, 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.

**"Qualified Medical Practitioner"** shall mean a registered and qualified medical practitioner licensed under applicable laws and acting within the scope of his/her license and training. The attending Qualified Medical Practitioner shall not be the Insured Person, the Insured Person's spouse, a person booked to accompany the Insured Person on the International Trip, or a person who is related to the Insured Person.

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

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

**“Strike”** means any labor disagreement or dispute, which interferes with the normal departure and arrival of an air common carrier.

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

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

**“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.

**“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 insured journey.

**“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 II - DESCRIPTION OF COVERAGE

### A. ACCIDENTAL DEATH & DISABLEMENT

If during the period of insurance, the Insured Person sustains an Injury in the course of a Trip which result in death or disablement, We shall pay based on the Percentage of Sum Insured stated under the following Table of Loss and in accordance with the To Whom Indemnities Payable clause under General Conditions of this Policy provided that:

- a. such loss occurs within one hundred eighty (180) days from the date of Accident;
- b. if more than one loss stated in the Table of Losses is sustained as a result of one accident, the Company shall only be liable to pay one loss, which shall be the largest amount payable;
- c. The Insured Person’s coverage shall be terminated upon occurrence of any loss for which benefit is 100% of the maximum Sum Insured;
- d. If the Insured Person is between six (6) weeks 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, unless specified in the Schedule of Benefits.

### TABLE OF LOSSES

Description of Loss	Compensation (Percentage of Sum Insured)
Accidental Loss of Life	100%
Loss of Both Hands or Both Feet or Sight of Both Eyes	100%
Loss of One Hand or One Foot or sight of one eye	50%
Loss of Thumb and Index Finger of the Same Hand	25%

“Loss of Hand/Foot” 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 Thumb/Finger” means complete severance through or above the metacarpophalangeal joints.

### Disappearance

If during the period of insurance, the body of an Insured Person has not been found within one (1) year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed, subject to all other terms and provisions of the Policy, that such Insured Person shall have suffered loss of life from an Accident. In such circumstances, We shall pay based on the Percentage of Sum Insured of Accidental Loss of Life stated in the above Table of Losses and in accordance with the To Whom Indemnities Payable Clause 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.

**Cover Extension**

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

- (i) 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
- (ii) 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.

**Exclusions**

The policy does not cover any Injury:

- a. occasioned by Civil or Foreign war whether declared or not;
- b. caused by the absorption by the Insured Person of any drugs, medication, or treatments not prescribed by a Physician;
- c. caused by the influence of alcohol characterized by a blood alcohol level of the Insured Person equal or superior to that fixed by the laws regulating the use of automobiles;
- d. occasioned by the suicide, attempted suicide or intentionally self-inflicted injury by the Insured Person;
- e. sickness or disease of any kind

Also excluded are all accidental bodily injuries occurring in the following circumstances:

- a. during the Insured Person's participation in any professional sports;
- b. while the Insured Person participates in any competition involving the use of a motorized land, water or air vehicle;
- c. consequent on the Insured Person riding or driving a motorcycle or motor scooter with an engine displacement over 125cm<sup>3</sup>;
- d. when the Insured Person is flying as a fare-paying passenger in or on any aircraft that does not belong to an airline company not duly registered and agreed for the transport of fare-paying passengers on any regular and published schedule routes. Flying using privately-owned aircrafts are not covered;
- e. during active service of the Insured Person in any of the armed forces of any nation;
- f. the participation of the Insured Person in a criminal act;
- g. during the practice or utilization by the Insured Person, either as a pilot or passenger, of a sailplane, hang glider, parasail, parachute, or engaging in any aerial flight other than as a passenger.

**B. ACCIDENTAL BURIAL BENEFIT**

If during the Period of Insurance, the Insured Person sustains injury which results in death as a result of an Accident in the course of a trip, We shall pay to the Insured person's estate the reasonable cost of any burial expenses subject to the maximum Sum Insured stated in the Policy Schedule.

**C. 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, We shall pay the Insured Person a benefit in accordance with the Percentage of Sum Insured a benefit in accordance with the Percentage of Sum Insured for the Burn Event stated in the Compensation Table below. A Burn Event means any of the events listed under the Compensation Table below.

**COMPENSATION TABLE**

<b>Burn Event</b>	<b>Compensation (Percentage of Sum Insured)</b>
<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**

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.

**D. MEDICAL EXPENSES**

The Company will reimburse the Usual Customary and Reasonable Medically Necessary Expenses as defined, incurred up to the maximum benefit level stated in the Schedule of Benefits on an International Trip or Domestic Trip for Injury or Sickness suffered by the Insured Person, solely and independently of any other causes.

In the event an Insured Person becomes entitled to a refund of all or part of any of the expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other source. All reimbursement of such expenses shall be in accordance to the prevailing laws, rules and regulations of the Philippines.

**Exclusions**

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

- a. pregnancy and its complications;
- b. illness or disorders of a psychological nature, nervous depressions, mental illness, sexually transmitted diseases, AIDS, HIV infections and AIDS related infections;
- c. suicide, attempted suicide, or intentionally self-inflicted injury;
- d. periodic control and observation examinations;
- e. failure to obtain Philippine government required vaccinations before departure;
- f. alcohol or drug abuse;
- g. any International or Domestic Trip undertaken against the advice of a Qualified Medical Practitioner or when the purpose of such Trip was to obtain any form of medical treatment, consultation or advice.
- h. 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;

**Overseas Hospital Cash (excluding due to Covid-19)**

If during the period of insurance an Insured Person sustains Injury or suffers from Sickness in the course of an International Trip which directly results in the necessity of a Confinement in an overseas 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.

**Medical Expenses due to COVID-19**  
**Infectious Disease or Pandemic/Epidemic Coverage**

This policy covers any medical expense in connection with or in any way involving or arising from any infectious disease, whether asymptomatic or not, severe acute respiratory syndrome Coronavirus disease (Covid19), including any variation thereof, or Pandemic or epidemic as declared as such by the World Health Organization or any governmental authority subject to the maximum Sum Insured stated in the Schedule.

**Automatic Extension**

In the event the Trip is being unavoidably delayed which is outside the control of the Insured Person due to the Insured Person being hospitalized for a coverable Illness or Injury before the expiration of the insurance coverage; the insurance cover for Medical Expenses shall be automatically extended until the Insured Person's return to the Philippines subject to a 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.

**E. HOTEL EXPENSE DUE TO CONVALESCENCE**

This section reimburses the Insured Person for hotel lodging expenses (excluding extras), as long as previously authorized by the attending medical practitioner, the attending medical practitioner prescribes mandatory bed rest after hospitalization. In order to obtain this benefit, the Insured Person must have been hospitalized for a minimum period of five (5) consecutive days and the hospitalization must have been authorized by Insurer. These hotel expenses will have a daily limit, a total maximum as specified in the Schedule of Benefits.

**F. LOSS OF OR DAMAGE TO PERSONAL BAGGAGE AND PERSONAL EFFECTS**

Under this section, the Company shall pay the Insured Person up to the limit stated in the Schedule of Benefits for loss or damage to the Insured's Personal Baggage and/or Personal Effects during the period in the common carrier.

- a. Loss must occur as a result of the theft of the baggage or the personal effects from the Insured Person provided that such loss must be reported to the police having jurisdiction at the place of the loss no more than twenty-four (24) hours from the incident. Any claim must be accompanied by written documentation from such police;
- b. The Company may make payment or at its option, reinstate or repair as it may select in respect of articles not older than one (1) year;
- c. The Company may make payment or, at its option, reinstate or repair subject to due allowance of wear and tear and depreciation in respect of articles more than one year old;
- d. Insured Person cannot claim from under both benefits of the Loss of or Damage to Baggage and Baggage Delay for the same loss.

**Exclusions**

Benefits will not be provided for any loss, theft or damage to:

- a. animals;
- b. documents, identity papers, credit and payment cards, transport tickets, cash, traveler's checks, stocks and securities, jewelry;
- c. keys;
- d. skis, bicycles, sailboards, golf clubs, tennis rackets and other sporting equipment except while checked as baggage with a registered common carrier;
- e. automobiles and automobile equipment, motorcycles, trailers and caravans, boats, motors and other means of transport (including accessories);
- f. equipment for professional use;
- g. musical instruments, objects of art, antiques, collector's items, furniture;
- h. eyeglasses, contact lenses, hearing aids, prosthetic limbs, artificial teeth or dental bridges;
- i. perishables and consumables;
- j. baggage sent in advance or souvenirs and articles mailed or shipped separately;
- k. hired or leased equipment;
- l. business goods or samples;
- m. data recorded on tapes, cards, disc or otherwise.

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

- a. wear and tear or gradual deterioration;
- b. insects or vermin;
- c. inherent vice or damage;
- d. confiscation or expropriation by order of any government or public authority;
- e. seizure of destruction under quarantine or custom regulation;
- f. transporting contraband or illegal trade;
- g. mysterious disappearance;
- h. breakage of brittle or fragile articles, cameras, computers (including softwares and accessories), musical instruments, radios, and similar property.

**Personal Baggage and Effects Extension**

The Company will pay the Insured Person for physical loss or damage to Personal Baggage and/or Effects occurring within thirty (30) days after the date of purchase. The Insured Person should have purchased the Personal Baggage and/or Effects during the Period of Insurance in the Philippines and/or overseas using a qualified credit card.

The Company may make payment or, at their option, 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. The Company shall have the exclusive right for any recovery of the article.

The maximum amount payable for any Personal Baggage and/or 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 credit card billing statement or store receipt.

For any partially paid article purchased using the qualified credit card, the maximum amount payable will be pro-rated based on the percentage of partial payment to the full purchase price.

For any article 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**

- 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. Unaccompanied property or losses arising from personal negligence or unexplainable disappearance
  - vi. Damage arising from inherent product defects
- b. Benefits will not be provided for any loss or damage to:
  - i. Cash, traveler's checks, banknotes, stocks, negotiable instruments, securities or bonds
  - ii. Animals or living plants
  - iii. 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 member of his Immediate Family

### **Extended Baggage and Personal Effects**

The Company will reimburse the cost of repair or replacement in respect of a Pair or Set of articles, i.e., pawnable jewelry, watches, photographic equipment and the Insured Person's own ski equipment if, during the Period of Insurance, the said articles were stolen, lost or damaged. The reimbursement will be subject to the sub-limit per Pair or per Set of articles but not exceeding the maximum benefit limit as specified in the Schedule of Benefits.

### **Exclusions**

This Benefit shall not cover:

- a. The Deductible amount of each claim and per occurrence per Insured Person as stated in the Schedule of Benefits
- b. Any article loaned, hired or entrusted to the Insured Person
- c. Lost articles resulting from unattended motor vehicles
- d. Any loss not reported to the local police at the vicinity of the loss within twenty-four (24) hours of discovery of such loss
- e. Any lost or damaged article while in transit, which is not notified immediately to the Common Carrier Operator
- f. Claims where the police report or Common Carrier operator's report is not submitted to The Company
- g. Lost article which was unaccompanied by the Insured Person while in a public place
- h. 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
- i. Loss or damage arising from confiscation or detention by Customs or other lawful officials and authorities
- j. Loss or damage in respect of Insured Person's Personal Baggage or Personal Effect other than pawnable jewelry, watches, photographic equipment and the Insured Person's own ski equipment
- k. Any willful act or negligence of the Insured Person

### **G. 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 more than the defined hours stated in the Schedule from the actual arrival time, We shall indemnify 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.

**Provisions**

- a. This benefit is not applicable when an Insured Person is on his/her way back to the Philippines.
- b. The delay must be certified by the Common Carrier Operator.
- c. 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 carrying the Insured Person at the same time are not covered.
- d. Original receipts must be produced by an Insured Person showing details of the expenditures when a claim arises.
- e. Any loss claimed under Section G - Personal Baggage arising from the same cause is excluded.

**H. LOSS OF PERSONAL MONEY**

If during the period of insurance an Insured Person sustains loss of cash, signed traveller's cheque(s) or money order as a direct result of theft, robbery or burglary 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**

- a. An Insured Person must report the theft, robbery or burglary 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.

**I. 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, robbery or burglary 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**

- a. The Insured Person must report the theft, robbery or burglary 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.

**J. TRAVEL DELAY**

In the event that the Insured Person's confirmed Scheduled Flight is delayed or cancelled for more than 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 flight from proceeding per original schedule of his Scheduled Flight, the Company will indemnify 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 flight delay.

**K. TRAVEL REROUTE**

If as a result of the Travel Delay 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, the Insured is arranged to travel in and the

scheduled flight of the Air Common Carrier is delayed for over twelve (12) hours from the time specified in the original itinerary, We shall indemnify an Insured Person in respect of additional travelling expenses paid to Public Conveyance necessarily incurred for re-routing his/her itinerary to reach the original destination subject to the maximum Sum Insured stated in the Schedule.

#### **L. MISSED CONNECTING FLIGHT**

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 and no alternative onward transportation is made available to the Insured Person, We shall reimburse the Insured Person, subject to the maximum Sum Insured stated in the Schedule of Benefits, for expenses incurred in respect of hotel accommodation and restaurant meals or refreshments, if not provided or compensated by the airline or any third party.

#### **M. TRIP CANCELLATION**

This section pays up to the limit stated in the schedule of benefits for loss of travel fare and/or accommodation expenses paid in advance by the Insured and for which the Insured is legally liable and which are not recoverable from any other source consequent upon cancellation of the Trip necessitated by the following occurring within thirty (30) days before the date of the commencement of the Trip:

- a. death or serious Injury or sickness of the Insured, spouse parent, parent-in-law, grandparent, child, brother, sister, business partner or co-director.
- b. unexpected outbreak of strike, riot, or civil commotion at the planned destination arising out of circumstances beyond the control of the Insured;
- c. serious damage to the Insured's principal residences due to fire, flood or similar natural disaster (typhoon, earthquake, etc.) within one (1) week from the departure date which requires your presence on the premises on the departure date;
- d. witness summons or jury service.

However, the Company will not pay for any loss caused directly or indirectly by government regulations or control, bankruptcy, liquidation or default of travel agencies or carrier caused cancellation. The Company will not pay for any loss that is covered by any existing insurance scheme, government program or which will be paid or refunded by a hotel, airline, and travel agent for any other travel and/or accommodations.

#### **N. TRIP CURTAILMENT**

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

This section extends to cover the reasonable and necessary travel costs and additional hotel accommodation incurred by one immediate family member of the Insured Person, such costs arising from the death of or serious injury to the Insured Person as the result of an accident excluding any death or injury arising from air crash during the period of insurance up to a maximum benefit stated in the schedule of benefits.

Emergency 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.

#### **O. 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, We shall indemnify the Insured Person. The Insured Person must get written confirmation from the Common Carrier Operator or handling agent stating the reasons.

**Provisions**

If a claim under Travel Delay, Trip Curtailment, Missed Connecting Flight, Flight Overbooked results from the same event, We shall pay for the claim under one of the sections only.

**P. 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**

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;
- 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.

**Q. RENTAL VEHICLE EXCESS**

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

**Provisions**

- 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.

**R. LOSS OF CREDIT CARD**

If during the period of insurance, the Insured Person sustains loss of credit card as a direct result of theft, robbery or burglary 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**

- a. The Insured Person must report the theft, robbery or burglary 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, robbery or burglary to the local branch or agent of the authority that issued the credit card.

**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; any illegal or unlawful act by the Insured Person;
5. An Insured Person not taking all reasonable efforts to avoid Injury or to minimize any claim under this Policy;
6. 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;
7. Any loss which is connected with the effects of alcohol or drugs other than those prescribed by a Qualified Medical Practitioner;
8. Suicide or attempted suicide or intentional self-injury, or self-exposure to needless peril;
9. 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;
10. 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;
11. 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;
12. Insured Person's expenses incurred relating to the cost of prosthesis, contact lens, spectacles, 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;
13. Psychosis, sleep disturbance disorder, mental or nervous disorders, pregnancy, miscarriage or childbirth;
14. Any Injury or Sickness commencing in the presence of a zero positive test for sexually transmitted disease;
15. An Insured Person engaging in naval, military or air force service or operations; armed force service;
16. Piloting or serving as a crewmember or riding in any aircraft except as a fare paying passenger on a regularly scheduled airline;
17. 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;
18. 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 the Insurer alleges 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;
19. 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
20. Any loss arising from the rejection of any government immigration whether departing or arriving at any particular country.

**PART IV – CLAIM PROVISIONS**

**OBLIGATION**

The following clauses in this section of the Policy relating to Claims Provisions shall be deemed condition precedents to the liability of 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.

**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 SPECIFIC FOR ANNUAL TRAVEL PLAN**

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 Insured Journey.
3. With respect to an International Trip, the request to cancel must not be due to visa denial, in which case the amount of refund stipulated under the Termination of Coverage section 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**

Longer than six (6) months  
Longer than thirty (30) days up to six (6) months  
Thirty (30) days or less

**Cooling-off Period**

Fifteen (15) days  
Five (5) days  
No cooling-off period

**APPLICABLE LIMITS**

The benefits indicated in the Policy Schedule for an Annual Policy are per 90-day limit per Trip or per the approved extended coverage per Trip. For Single-Trip Policy, the maximum benefit is per period of insurance.

**TO WHOM INDEMNITIES PAYABLE**

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

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

**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, 23<sup>rd</sup> 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. 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.

**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 Circular Letter 2015-58A**

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."

**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 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 30 days after proof of loss is received by Us, and any mediation process must be concluded within 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 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 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.

Refusal or failure to pay the loss within the period 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.

**CLERICAL ERROR**

Our clerical errors shall not 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



**Starr International Insurance Philippines Branch**

23rd Floor, Tower 2, The Enterprise Center, 6766 Ayala Avenue  
corner Paseo de Roxas, Legaspi Village, Makati City 1226, Philippines

Tel: (632) 8689 6633; Fax: (632) 8689 6630

Website: [www.starrinsurance.com.ph](http://www.starrinsurance.com.ph)

and void ab initio.

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

A handwritten signature in black ink, appearing to read "R. Narvacan", written over a horizontal line.

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

Documentary Stamps to the value stated have been affixed and properly cancelled on the Office of this Policy.

**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. He is ready at all times to render assistance in settling any controversy between an Insurance Company and Policyholder relating to insurance matters.