



A YGC Member  
Yuchengco Tower I, 500 Quintin Paredes St., Binondo, Manila  
Tel. No.: 242-8888 • Fax No.: 242-2222  
Website: <http://www.malayan.com>  
E-mail: [malayan@malayan.com](mailto:malayan@malayan.com)  
VAT Reg. TIN: 000-333-534-000

## COMPREHENSIVE TRAVEL GROUP INSURANCE MASTER POLICY

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

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

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

The "Policyholder" referred to in this master policy shall mean the authorized travel assistance service provider stated in the confirmation of cover who has the obligation to inform the insured-members of the intended termination of the group policy by the insurer or by the policyholder.

The "Insured" referred to in this master policy shall refer to the person named in the Schedule who has the intention of commencing the intended travel as per declared itinerary and has applied for coverage with **Malayan Insurance Company, Inc.** herein referred to as "the Company."

## COMMENCEMENT AND TERMINATION OF COVERAGE

This master policy is effective during the policy period specified in the schedule. Cover takes effect from the time the Insured leaves his place of work or residence with the intention of commencing the intended travel as per declared itinerary with the Company with the date stated in the Schedule and expires on whichever of the following occurs first:

- a) the expiry of the policy period specified in the schedule;
- b) the Insured's return to his/her place of residence or employment, whichever occurs first;
- c) within two (2) hours after the scheduled time of arrival.

## SCOPE OF COVERAGE:

This master policy shall cover the Insured:

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

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

MALAYAN INSURANCE COMPANY, INC.

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Authorized Signature

## **DOCUMENTARY STAMPS CLAUSE**

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

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

## **PART I – COVERAGES**

### **COVERAGE A: PERSONAL ACCIDENT**

#### **ACCIDENTAL DEATH IN PUBLIC TRANSPORT**

The Company will pay the PRINCIPAL SUM stated in the confirmation of cover if within one hundred eighty (180) days following the accident, injury of the Insured results in the loss of his life. Provided that the accident occurred whilst the Insured is traveling on any paid public passenger transport provided he/she has paid the ticket fare and the transport is duly licensed by the corresponding regulatory agency.

#### **Termination Clause**

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

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Accidental Death in Public Transport also covers necessary return of mortal remains.

#### **EXCLUSIONS SPECIFIC TO COVERAGE A – ACCIDENTAL DEATH IN PUBLIC TRANSPORT**

The insurance policy shall not cover deaths caused by:

- a. Persons over seventy-five (75) years of age, deaf, blind, short-sided people with over 10 diopters, mutilated, invalid people with paralysis, epilepsy, drug addicts, alienated individuals or those who, by reason of their physical impairments or sever illnesses or of the sequels of previously suffered diseases, constitute an aggravated accident risk.
- b. The consequences of diseases of any nature.
- c. Loss of life sustained as a direct result of, in connection with or attributable to:
  - i. A commission of a crime or any attempt thereof;
  - ii. Violate of rules and regulation on traffic and/or road use;
  - iii. Avoiding arrest or
  - iv. Any unlawful act (civil or criminal)
- d. Nevertheless, any action carried out to prevent a mishap, to attenuate its consequences or as a result of a generally accepted sense of humanity shall be covered. (Articles 152 and 70 of Law of Insurance)
- e. Accidents caused by vertigo, staggers, lipothymia, convulsions or paralysis and those occurring due to absence of mind, or by being the Insured under the effects of narcotics, prohibited/regulated drugs, alkaloids or alcohol.
- f. Accidents occurred while participating in races, acrobatic practices or those involving extremely exceptional turns or while taking part in trips or tours to unexplored regions.
- g. Accidents caused by air navigation not carried out in regular airline carriers.
- h. Accidents caused by the use of motorcycles and similar vehicles.
  - i. Accidents caused by civil or international war, whether declared or not
  - j. Accidents caused by guerilla, rebellion, terrorism, riots or popular turmoil, strike or lockout, whenever the Insured actively participates in such activities.

- k. Accidents caused by seismic events, floods and other natural disasters
- l. Any loss occurring therein and as a result of the events detailed in this Clause are assumed to be a consequence of such events, except proven otherwise by the Insured Person/Beneficiary.

## **COVERAGE B – EMERGENCY MEDICAL TREATMENT (MEDICAL ASSISTANCE)**

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

Emergency Medical Treatment also covers necessary surgery, physician consultations, diagnostic tests, hospital services and supplies, ambulance and paramedic services, physiotherapy, dental care, emergency medical evacuation and repatriation, repatriation of mortal remains; visits to registered physicians and medicines prescribed by them; pregnancy-related complications.

Any and all expenses incurred in the Emergency Evacuation, Emergency Repatriation, and Return of Mortal Remains shall be in diminution of the benefit provided under Emergency Medical Treatment (Medical Assistance).

### **Aggregate Per Event**

The expense limits for medical assistance due to illness (whether pre-existing or not) and accident are not cumulative. Only one of them shall apply on an exclusive basis according to the cause of the assistance. In the event that more than one coverage was issued to the Insured for the same trip, the Insured shall be entitled to only one cover.

## **EXCLUSIONS SPECIFIC TO COVERAGE B – EMERGENCY MEDICAL TREATMENT**

This Master Policy does not cover:

- a. Congenital conditions of all kinds and hernias unless caused by trauma during the period of insurance.
- b. Psychotic, mental or nervous disorders (including any neuroses and their physiological or psychosomatic manifestations).
- c. Convalescent or rehabilitation care.
- d. Any and all conditions arising from surgical, mechanical or chemical methods of birth control and any and all conditions or treatment pertaining to infertility.
- e. Communication and transportation expenses other than medically necessary telecommunications and local ambulance/transportation services.
- f. Treatment or service other than on the recommendation of a physician.
- g. Any sickness or injury due to traveling contrary to doctor's advice.
- h. Any treatment for sickness or injury on travel arranged primarily for the purpose of obtaining medical treatment.
- i. Non-emergency treatment, routine care/examinations or health check-ups not incidental to the treatment or diagnosis of suspected sickness or injury sustained during the period of insurance.
- j. Care or treatment for which payment is not required or which is payable by any other insurance or indemnity covering the insured.
- k. Charges in respect of special and private nursing except in the event of a medical evacuation being necessary.
- l. Cosmetic surgery, eyeglasses and refraction or hearing aids, and prescriptions therefore except as necessitated by injuries occurring during the Period of Insurance.

- m. The use of any drug (except as medically prescribed but excluding drug addiction) or being under the influence of intoxicating liquor.

**DEFINITIONS:**

1. "Pre-Existing Conditions" means medical condition or physical condition (injury or sickness) which was in any way evident to the Insured before the effectiveness of the Policy or the natural history/pathogenesis of such condition can be clinically determined to have started two (2) years prior to the effectiveness of the policy, whether or not the Insured is aware of such injury or sickness, or for which the Insured received treatment, or have consulted a physician for treatment or have been taking medications.
2. "Child" or "minor" means a person who is unmarried, is under 18 years of age, and who is wholly dependent upon his parents.
3. "Physician" wherever used in this master policy means a person legally licensed to practice medicine and surgery other than the Assured or a member of the Assured's immediate family.
4. "Hospital" wherever used in this master policy means an establishment which meets all of the following requirements: (1) holds a license as a hospital; (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; (3) provides 24-hour-a-day nursing service by registered or graduate nurses; (4) has a staff of one or more licensed physicians available at all times; (5) provides organized facilities for diagnosis and major surgical facilities; (6) maintains at least six (6) beds installed for 24-hour use by patients; and (7) is not primarily a clinic, nurse, rest, or convalescent home or similar establishment and is not other than incidentally, a place for alcoholic or drug addicts.
5. "Prescribed Medicines or Drugs" shall respectively mean any medicine or drug which may not be legally purchased without a Physician's prescription and has been purchased for the treatment of a covered sickness or an accidental injury.
6. "Sickness" means a pathological departure from the normal healthy state.
7. "Country of Residence" shall be the place of residence or permanent or contractual employment of each insured person as stated on the initial application for this insurance or as amended by endorsement during the period of insurance.
8. "Physiotherapy" means physical therapy prescribed by the medical practitioner/physician in the event of trauma as a result of accident covered under the policy. The policy shall cover up to a maximum of ten (10) sessions of physiotherapy/kinesiology, of no more than one hundred and fifty US dollars (USD 150) per session.
9. "Emergency medical evacuation" means emergency evacuation with medical supervision, by appropriate means, to the nearest medical facility capable of providing the required care when an adequate medical facility is not available proximate to where the Insured is located.
10. "Emergency medical repatriation" means repatriation under medical supervision, when medically necessary, to the Insured's legal residence at such time as the Insured is medically cleared for travel via commercial carrier, provided the repatriation could be accomplished without compromising the Insured's condition. If the Insured or his/her traveling companions decide to carry out repatriation ignoring the opinion of the physician, the Company shall not be held liable in any aspect for such decision. Therefore, the repatriation costs and consequences shall be at the sole expense and risk of the Insured and/or his/her traveling companions, having no right to file any claim related to such matter against the Company.
11. "Repatriation of mortal remains" shall mean that in the event of death of the Insured during the trip, the Company shall bear the costs of a regular transportation at the location where the death occurred, the paperwork, and transportation to either
  - (i) the arrival point of entry of the country of the Insured's permanent address, excluding transportation costs within the country of residence of the Insured, for international coverage, or
  - (ii) the burial place indicated by the direct family members of the deceased, in the city or town of the permanent address of the Insured for national coverage.

The costs of a definitive burial formalities, shall not be borne by the Company under any circumstances. The Company shall not be liable for the transportation of the deceased remains and shall not make any reimbursement thereof if a funeral home or other third party becomes involved before the Company does. This service shall be provided only if the request for assistance to the Company is made immediately after the death takes place.

12. "Dental care" means emergency dental care which shall be limited to pain treatment and/or dental extraction, including medicines related. Expenses resulting from any type of prostheses, as well as endodontic treatments (e.g. root canal) are excluded from this coverage.
13. "Pregnancy related complications" shall include preterm birth and spontaneous abortion, with prior authorization from the Company. In case of accident and illness, the following treatments shall not be covered: ambulatory check-ups related to the normal pregnancy development, such as doctor's consultations and related tests; deliveries and caesarean sections in normal development and at term pregnancies; induced abortions; medical and miscellaneous expenses related to the newborn (such as nursery, neonatology, feeding, etc.)

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

### **EXTENDED COVERAGE AFTER TERMINATION**

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

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

### **DEFINITION:**

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

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

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

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

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

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

If the body of the Insured has NOT been found within one (1) year after the date of accident causing the disappearance, sinking or wreckage of the vehicle the Insured was riding on, it will be presumed that the Insured lost his life as a result of such accident.

## **PART V – SPECIAL COVERAGE**

### **SPECIAL COVERAGE A- PREGNANCY COVERAGE**

Only the Benefits under Coverage B-Emergency Medical Treatment shall extend to cover the Insured in the event of pregnancy-related complications.

### **SPECIAL COVERAGE B – SPORTS COVERAGE**

Only the Benefits under Coverage B-Emergency Medical Treatment shall extend to cover the Insured whilst engaged in amateur athletics; provided that the Company shall not pay for the first US\$50.00 for each and every occurrence.

## **PART VI – TRAVEL ASSISTANCE SERVICES**

Travel assistance services shall be provided by the Company through Universal Assistance, hereinafter called the “the Provider” during the travels made by the Insured. The scope of which shall be that defined in the confirmation of cover/voucher and up to the limits and with the features stated in the table of benefits.

### **SECTION A – GENERAL CONDITIONS**

#### **I. GENERAL TERMS AND DEFINITIONS**

1. It is hereby expressly stated, and the Insured so agrees, that the assistance provided is not that of a medical insurance or similar, or an extension or substitution of social security programs or private health insurance policies. The services and benefits herein formalized are exclusively directed towards the travel assistance in case of acute illnesses and/or sudden and unexpected events that prevent the normal development of the trip. Pre-existing diseases are not covered, except for those products that provide such coverage.
2. It is herein expressly stated that the services and benefits included in these Terms and Conditions have expense limits which vary per product, and there is a global maximum amount established to be incurred in for all benefits. The expense limits for medical assistance in case of illness or accident are mutually exclusive. The expense limits established for specific benefits in each product (for example, Medicines) are included within the total limit of expenses for illness or accident.
3. This master policy and the scopes and limits of the benefits pertaining to each type of confirmation of cover/voucher that are detailed in the table of benefits shall be considered to be known and accepted in whole by the Insured as from the purchase and effective payment of the services and insurance coverage.
4. The following definitions apply to all the effects of the agreement:
  - a. CONFIRMATION OF COVER/VOUCHER: Is the instrument of the agreement, between the Company and Travel Assistance provider with the Insured, of provision of Insurance and Travel Services given to the traveler. The confirmation of cover/voucher specifies the type of product purchased with the applicable table of benefits, states the conditions to be complied with by the Insured and the Company/Provider, and states the name, age and address of the Insured/s, period of coverage, duration of the trip and date of issuance and name of the travel agency or issuing entity among others.
  - b. INSURED: Is the individual or individuals that purchase the services from the Company through the Provider and shall enjoy the benefits of the Provision of Travel Services agreement.
  - c. INSURED'S PERMANENT ADDRESS: Is the address stated in the confirmation of cover/voucher. Any communication made to the Insured shall be held valid if directed to this address. The Company (through the Provider) may request from the Insured any necessary documentation for validation purposes. Should the Insured refuse to submit such documentation, the Company/Provider shall be exempted from providing any services.
  - d. ACCIDENT: Is any event that brings about a bodily injury to the Insured as a result of an external agent that, in a sudden, unexpected and violent manner causes such bodily injury or affects the person's state of health, or causes his/her death. The injury is thus caused beyond the person's will and occurs when a blunt object being in movement hits the person or when the person hits the object.
  - e. PRE-EXISTING CONDITION: Any medical condition or physical condition (injury or sickness) which was in any way evident to the Insured before the effectiveness of the Policy or the natural history/pathogenesis of such condition can be clinically determined to have started two (2) years prior to the effectiveness of the policy, whether or not the Insured is aware of such injury or sickness, or for which the Insured received treatment, or have consulted a physician for treatment or have been taking medications
  - f. INTERNATIONAL TRIP: it should be understood as the trip involving transportation starting in one country and finishing in another one or that trip that, even though it starts and finishes in the same country, it includes a temporary stop in another country. Immediate connecting flights shall be considered part of international trips. Immediate connecting flight means the domestic flying distance traveled as part of an international trip, boarding this second flight within twenty

- four (24) hours upon arrival of the first flight.
- g. TABLE OF BENEFITS: The detail of the benefits that each Insurance or Travel Assistance product covers. It indicates the amount or quantitative limits as well as the geographical and age coverage for each benefit. The table of benefits is printed jointly with the confirmation of cover/voucher and is an integral part of such. Only those benefits explicitly set out in the table of benefits for each product, together with the indicated scope and limits will apply.

## **II. FEATURES**

The confirmation of cover/voucher is personal and non-transferable and benefits the Insured who, in order to enjoy the insurance coverage and assistance services herein included, shall in all cases show his/her confirmation of cover/voucher, Official Passport or any other document with which the Insured has been granted permission to enter the country where the services shall be used, travel tickets and/or any other documentation that establishes his/her identity and demonstrates the beginning and ending dates of his/her trip.

The Insured shall not be entitled to make use the services indicated in the confirmation of cover/voucher in case of illegal entry and/or stay in the country where the services are to be provided.

## **III. TRAVEL**

1. In this master policy, travel shall be understood as follows:
  - a. For confirmations of cover/vouchers granting international coverage: the departure of the Insured from the country of his/her permanent address and his/her subsequent return.
  - b. For confirmations of cover/vouchers granting national coverage: the departure of the Insured outside a 100 km radius of his/her permanent address and his/her subsequent return.
2. In all cases, the Insured must duly prove the date of departure and trip duration. The Company (through the Provider) is entitled to request the Insured to submit any documentation necessary to carry out such validation. Should the Insured refuse to submit such documentation, the Company/Provider shall be exempted from providing any services.
3. The confirmation of cover/voucher will be valid only if the Insured purchases it before his/her trip begins. The Company (through the Provider) is entitled to request the Insured any necessary documentation to validate this fact. Should the Insured refuse to submit such documents, the Company/Provider shall be exempted from rendering any services.
4. The Insured is entitled to use the confirmation of cover/voucher for one trip only, as defined in item 1. of this part, except for the annual vouchers as established in Part VI-Section A-V-5.

## **IV. GEOGRAPHIC SCOPE**

The assistance services for confirmations of cover/vouchers with international coverage will be provided only outside the country of the Insured's permanent address, with the scope established in the preceding Section and as detailed in the table of benefits; except for those countries involved in domestic or international warfare and those without appropriate infrastructure. The assistance services for national coverage confirmation of cover/vouchers shall be provided if the Insured is over 100 km away from his permanent address.

## **V. DURATION OF THE SERVICES**

1. The confirmation of cover/voucher shall become effective as from 00:00hrs of the starting date and until the expiration date stated therein, provided it has been effectively paid.
2. Exclusively for INCOMING passengers products acquired by the Insured upon arrival in the country the services will be delivered, the confirmation of cover/voucher shall become effective at 00:00hrs on the day following that indicated in the FROM field.
3. For the confirmation of cover/voucher to be valid the issuing agent must have duly informed the Company (through the Provider) that the service has been purchased before the beginning of the effective period thereof. In addition, there can be no changes to the period of coverage or cancellation of the confirmation of cover/voucher for no reason whatsoever, nor under any circumstances, once the period of coverage is in force.
4. Expiration of the period of coverage automatically implies the cessation of all services, including those cases initiated and in progress at the time of expiration of such period. If the Insured terminates unexpectedly his/her trip for any reason and returns to his/her permanent address, the confirmation of cover/voucher shall cease to be valid as from that instant. In that case, the Insured

- shall not be entitled to claim any reimbursement for the period not elapsed and not used.
5. Exclusively for ANNUAL covers: the Insured of an ANNUAL cover can make an unlimited number of trips during his/her period of coverage, but the provision of services by the Company (through the Provider) is limited to the number of consecutive days per trip that apply to the type of confirmation of cover/voucher purchased and that is stated in the table of benefits.

## **VI. PROCEDURE TO REQUEST THE SERVICES OF THE COMPANY (THROUGH THE PROVIDER)**

1. Assistance services shall be, in all cases, requested to the Company (through the Provider) who will in turn authorize such. To request such services the Insured must proceed as follows:
  - a. Contact the Call Center of the Company/Provider at the indicated telephone numbers. The Insured must inform:
    - i. Insured's surname and name and type of product purchased.
    - ii. Confirmation of cover/voucher number, effective period, and dates of departure and return of the trip.
    - iii. Location at the time of calling, including accurate address and telephone numbers.
    - iv. Reason of the call.
  - b. To reach the Operational Call Center by telephone:
    - a. Dial the toll-free number of the country you are in; or
    - b. Ask the international operator to place a collect call to the telephone number indicated for that purpose; or
    - c. Request information on how to make international calls from the country of your location. Then, dial the telephone number indicated in this master policy preceded by the necessary prefix to make international calls. Upon your return you will be reimbursed the amount incurred for that call, as stated in Part VI-Section A-VIII-7.
  - c. If for some reason the Insured was truly unable to reach the Company (through the Provider), he/she shall proceed as indicated in Part VI-Section A-VII-1.
2. For quality and security reasons, all the calls received by Call Center may be recorded and registered. If the Insured does not wish his/her voice to be registered he/she should inform so to the representative receiving the call. Record shall be kept of the refusal. The call recordings and written messages shall be used as proof in the event of disagreements and/or conflicts between the parties.

## **VII. INSURED'S OBLIGATIONS**

In all cases and for all the services, the Insured's obligations shall be the following:

1. Make the call requesting assistance and obtain authorization from the Company (through the Provider) before taking any initiative or undertaking any expenses, according to the procedure indicated in Part VI-Section A-VI above. If, for reasons beyond the Insured's control, strongly justified, he/she is unable to obtain prior authorization from the Company (through the Provider) to receive assistance, he/she must contact, in due manner, the Company (through the Provider) within the following twenty four (24) hours after the event. This can be performed either by the person requesting the assistance or a third party appointed by him/her.
2. Accept the solutions offered by the Company (through the Provider).
3. Authorize the attending physicians or medical institutions to disclose the Insured's medical history to the Company (through the Provider) or to any of the authorized representatives thereof, as well as any information that is necessary to make the payments related to the hospitalization and/or treatment, and to examine all the elements related thereto. The Company/Provider undertakes not to reveal to third parties all documentation requested from the Insured (Company/Provider's medical audit, Medical history, tests, performed on him/her, etc.), except when it has express authorization from the Insured or a court order.
4. Provide the necessary documentation in order to determine the applicability of the case, in addition to all the original expense receipts to be reimbursed by the Company (through the Provider) as well as medical information, even that prior to the trip, or of any nature that the Company (through the Provider) may consider necessary in order to provide its services.
5. Submit to the Company (through the Provider), or to its local agent, all travel tickets in his/her possession in those cases when the Company (through the Provider) is requested to bear the costs of the difference with the original travel ticket/s. Should there be a difference, the Company (through the Provider) shall only account for the greater difference amount if applicable.
6. Accept rejection of requests for Concierge Services at the exclusive discretion of the

Company/Provider, inasmuch such rejection is duly supported.

7. Provide any type of documentation necessary in order to deliver the services requested.

**NOTE:** Non-compliance with any of these obligations shall exempt the Company/Provider from any liability under this agreement.

### **VIII. REIMBURSEMENTS**

The Company (through the Provider) shall reimburse the expenses incurred in the following cases and situations, always within the limits established for each type of expense and providing this master policy are fully complied with:

1. When there is prior authorization from the Call Center of the Company/Provider.
2. Submission of original bills from professionals or medical centers clearly indicating the diagnosis, medical history, admittance form in case of hospitalization issued by the Health Care institution, detail of the services rendered, pharmacy invoices describing the drugs purchased, which shall be consistent in quality and quantity with those prescribed by the attending physician at that time.
3. Submission of the Passport with Migration authorities' stamps that evidence the date of departure from and entry to the country of origin as complementary documentation, or the documentation evidencing the departure from and entry to the country of origin if the Migrations authorities do not require passport.
4. If the Insured, owing to circumstances beyond his/her control, was unable to request authorization to hire services on his/her own, and without prejudice to the compliance of the obligation indicated in Part VI-Section A-VII-1, he/she shall give the Company (through the Provider) all the information requested in order to verify the service that has been rendered, that it was originated by an actual emergency and the impossibility of prior communication. The above requirement is essential in order to obtain authorization or reimbursement of the expenses incurred. Should the fulfillment of this requirement be omitted for any reason, the Company/Provider shall have the right to:
  - a. deny the reimbursement according to the assessment resulting after auditing such expense; or
  - b. accept to reimburse for the expense the amount up to which the Company (through the Provider) would have paid if able to arrange to deliver services by making use of its network of providers.
5. In all cases it shall be necessary to expressly mention the authorization granted by the Company (through the Provider) during the emergency. All documentation related to the request for reimbursement of expenses must be submitted within thirty (30) consecutive days immediately following the expiration date of the service and/or end of trip, whichever occurs earlier. Any submissions after this period shall not be processed and the Company (through the Provider) shall be exempted from any liability.
6. In case of an accident, the Insured shall attach the related police report in order for the expenses incurred to be acknowledged, without prejudice to obtaining the prior authorization from the Company (through the Provider).
7. For reimbursement of telephone calls to the Company/Provider's Call Center, the Insured shall submit the original invoice showing the telephone number called. Only the amounts related for calls made to that phone number shall be reimbursed as well as those expenses the Insured may have incurred as a result of calls made by the Company/Provider's Call Center to the Insured's contact phone.
8. Payment terms: the Company (through the Provider) shall reimburse the Insured in the legal currency of the country in which the payment is fulfilled, at the official exchange rate of the day before payment is made available.

NOTE: Reimbursement requests must be submitted at the Provider's offices located in Tucumán 466 (C1049AAJ) – Ciudad de Buenos Aires, Argentina, or at any of its local branches or agencies. For contact details, please, visit [www.universal-assistance.com](http://www.universal-assistance.com)

### **IX. SCOPE OF THE COVERAGE**

1. Any obligations assumed by the Company/Provider shall only apply to accidents and/or sudden and acute illnesses contracted after the beginning date of the confirmation of cover/voucher's effective period or the beginning date of the trip, whichever occurs later. The following conditions are excluded: any pre-existing or congenital diseases or symptoms, whether they are chronic or

not, known or unknown to the Insured, diseases under treatment as well as their consequences or intensification of their acuteness, although these may appear for the first time during the trip. In those cases, the Company (through the Provider) shall only acknowledge, if considered applicable at its exclusive discretion, the first clinical consultation where such pre-existence is determined.

2. Exclusively for vouchers explicitly including medical assistance in case of pre-existing diseases: The Company/Provider shall cover preexisting diseases up to the maximum limit indicated in the table of benefits, only in the event of acute episodes or unpredictable events which require the urgent care at the time of the trip and which cannot be postponed until the Insured's return to his country of origin. Consequently, Part VII-2-d to g shall not prevail. Any and all expenses incurred under this benefit shall be in diminution of the benefit provided under Emergency Medical Treatment (Medical Assistance) indicated in the table of benefits. Regular or monitoring check-ups are not covered and/or treatments undertaken before the trip begins with the purpose of curing the diseases are not covered either.

## **SECTION B – TRAVEL ASSISTANCE SERVICES**

### **FEATURE I– MEDICAL ASSISTANCE**

The medical assistance services offered under this master policy include exclusively the emergency treatment of acute signs and symptoms that prevent the Insured from continuing his/her travel, namely:

1. Consultations with medical practitioners. The Company (through the Provider) shall arrange physician's visits for out-patients at its sole discretion, provided that: (i) the nature of the emergency justifies it, (ii) there are physicians within the Company/Provider's network who deliver the type of services required in the location the assistance is needed and (iii) the physicians are available at the requested times.
2. Consultation with a specialist. Whenever indicated by the emergency team of physicians and with previous authorization by the Call Center of the Company (through the Provider).
3. Complimentary medical exams. Any tests ordered by the professionals appointed by the Company (through the Provider) and authorized by the Call Center.
4. Physiotherapy. If the medical practitioner appointed by the Company (through the Provider) prescribes physical therapy in the event of trauma, the Policy shall cover up to a maximum of ten (10) sessions of physiotherapy/kinesiology, of no more than one hundred and fifty US dollars (UAS 150) per session.
5. Medicines: the Company (through the Provider) shall cover the expenses of medicines prescribed for the illness causing the assistance up to the limit allowed per trip and detailed in the table of benefits of each. The expenses for medicines shall be allocated to the account of the Maximum Limit for Emergency Medical Treatment as established in Part VI-Section B-Feature I-11 below.
6. Dental Care: the Company (through the Provider) shall cover the expenses for emergency dental care which shall be limited to pain treatment and/or dental extraction up to the maximum limit allowed per trip and detailed in the table of benefits. The above mentioned limit includes medicines related with the dental care provided. Expenses resulting from any type of prostheses, as well as endodontic treatments (e.g. root canal) are excluded from this coverage. The expenses for dental care shall be allocated to the account of the Maximum Limit for Emergency Medical Treatment as established in Part VI-Section B-Feature I-11 below.
7. Hospitalization. When the physician designated by the Company (through the Provider) prescribes so, the Insured shall be hospitalized at the closest and more adequate Health Care institution at the sole and exclusive discretion of the Company (through the Provider).
8. Complimentary days due to hospitalization. If the Insured needs hospitalization and is not released by the medical team of the Company (through the Provider) before the coverage expires, assistance coverage shall be extended for a complimentary period as indicated in the table of benefits, provided the medical assistance limit was not exhausted.
9. Surgical procedures. When authorized by the Medical Department and the Call Center of the Company (through the Provider) in emergency cases that require this type of urgent treatment.
10. Intensive Care Unit and Coronary Care. This type of treatment shall be provided whenever the nature of the disease or injuries requires so, always with previous approval by the Medical Department and Call Center of the Company (through the Provider).
11. Expense limits:
  - i. Expense limits for medical assistance due to illness: the amount of expenses for all the services set forth in this clause has a maximum limit per trip (taxes included) the amount of which is specified in the table of benefits.

- ii. Expense limits for medical assistance due to accidents: when the medical treatment is performed as a result of an accident, as established in Part VI-Section A-I-5-e, the maximum limit per trip (taxes included) shall be the amount specified in the table of benefits.
- iii. The expense limits for medical assistance due to illness and accident set forth in the preceding paragraphs are not cumulative; only one of them shall apply on an exclusive basis according to the cause of the assistance.

**NOTE:** It is herein established that all the expenses incurred within one trip for any of the above mentioned practices shall be included within the maximum limit detailed in Part VI-Section B-Feature I-11, irrespective of whether the Insured has eventually more than one confirmation of cover/voucher issued. Once the maximum limit has been exhausted, the liability of the Company/Provider shall cease, and the Insured will no longer be entitled to any benefit or reimbursement related with the services of which maximum expense limits have been exhausted, no matter whether there are any pending period of coverage of one or more confirmation of cover/vouchers that might apply and of other vouchers issued in his/her name for the same trip.

## FEATURE II – COMPENSATION FOR LOSS OF LUGGAGE

1. Losses occurred in international flights
  - a. Loss of a complete piece of luggage: if upon arrival of an international flight or of the immediate connecting flight, the airline company fails to hand the Insured any of the pieces of luggage duly checked in and dispatched, and such piece could not be traced through our assistance service as per clause on Luggage Tracing, the Company (through the Provider) shall give the Insured a compensation which shall be determined depending on the Confirmation of Cover/Voucher purchased and as indicated below.
  - b. Confirmations of Cover/Vouchers that grant Supplementary compensation: the Company (through the Provider) shall pay a compensation which shall be supplementary to that paid by the airline company. The Company (through the Provider) shall reimburse forty US dollars (USD 40) per kilogram of lost and compensated luggage, up to a maximum which shall depend on the type of cover purchased, as detailed in the table of benefits.
  - c. Confirmations of Cover/Vouchers that grant Complementary compensation: in these cases the Company (through the Provider) shall pay a compensation which shall be complementary to that paid by the airline company as follows:
    - i. The difference between the compensation paid by the airline company per kilogram of lost and compensated luggage and the maximum amount of forty US dollars (USD 40)
    - ii. Up to the maximum limit allowed as indicated in the table of benefits.
  - d. Payment terms: the Company (through the Provider) shall reimburse the Insured in the legal currency of the country in which the payment is fulfilled, at the official exchange rate of the day before payment is made available
  - e. Immediate connecting flight: Immediate connecting flight means the domestic flying distance traveled as part of an international trip, boarding this second flight within twenty four (24) hours upon arrival of the first flight.
  - f. Declared amount: In no case the compensation for luggage loss plus the compensation received from the airline company shall exceed the amount duly declared or claimed by the Insured in the claim filed with the airline company; if so, the supplementary or complementary compensation shall be limited accordingly as per type of coverage purchased from the Company/Provider.
2. Losses occurred in maritime trips:
 

If upon arrival of an international cruise/boat/ship, the Insured fails to receive any of the pieces of luggage duly checked in and dispatched, the Company (through the Provider) shall give the Insured a compensation which shall be complementary to that paid by the maritime company, the amount of which is indicated in the table of benefits. The amount to be reimbursed by the Company (through the Provider) shall be calculated as specified in Part VI-Section B-Feature II-1-c. For payment terms see Part VI-Section B-Feature II-1-d. above.
3. Benefits detailed in 1 and 2 above are not cumulative; the Company (through the Provider) shall reimburse the Insured only for one (1) luggage loss per trip.
4. Requirements to be eligible for luggage loss compensation (air, maritime, fluvial travel):
  - a. The Company (through the Provider) must be notified of the loss by the Insured within forty-eight (48) hours upon issuance of the Property Irregularity Report (P.I.R.) or claim form filed with the airline or maritime company.

- b. The Insured must have checked his/her luggage in the luggage deck of the flight or cruise company in which he/she is traveling, as evidenced in his/her boarding pass, and must have filed a claim upon arrival to destination with the airline or maritime company responsible for failing to return his/her luggage.
- c. The luggage loss should occur between the moment it is handed to the authorized personnel of the airline or maritime company for dispatch purposes and the moment it has to be returned to the passenger at the end of the flight or cruise.
- d. Should the missing piece of luggage be in the name of several Insureds, the compensation shall be prorated among them, provided they appear as affected parties in the claim form and that the travel ticket numbers of each affected party (name and travel ticket number) are detailed as well.
- e. It is hereby stated that since the compensation offered by the Company (through the Provider) is supplementary or complementary to that of the airline or maritime company (depending on the type of cover purchased), the Insured should hand in the note or certificate issued by the maritime or airline company stating the amount paid to the Insured, copy of the Property Irregularity Report indicating the name of the Insured, ticket number, weight of the missing piece/s, luggage tags and the confirmation of cover/voucher.
- f. This benefit shall not be granted in the following cases:
  - i. In no event shall the Company/Provider be held responsible for total or partial loss of or damages to the luggage contents, or to the suitcase/s or any other element where such contents are transported (except for those confirmations of cover/vouchers that explicitly cover such benefit).
  - ii. The Insured shall be entitled to only one (1) compensation per trip, irrespective of the number of confirmations of cover/vouchers issued in his/her name and/or of the number of losses suffered.
  - iii. If the claim filed by the Insured against the airline company was fully compensated by the latter, the Insured shall not be entitled to any supplementary benefit from the Company/Provider.
  - iv. Losses occurred in domestic or local flights or cruises.
  - v. Individuals who are not entitled to luggage transportation.
  - vi. When the airline company compensates the Insured with a service order (M.C.O.) for flight tickets, hotel accommodation or other, the Company (through the Provider) shall compensate the Insured once he/she has used such benefit. In these cases, compensation shall be paid according to the criterion of the Conventions of The Hague, Warsaw and/or Montreal, as appears on the flight tickets of those airline companies members of I.A.T.A., USD 20 (twenty US dollars) per declared kilogram.

### **FEATURE III – EXPENSES FOR LUGGAGE DELAY**

1. Luggage lost for over twenty four (24) hours:  
If a complete piece of luggage of the Insured was lost by an airline company during an international flight or an immediate connecting flight and was not located within the following twenty four (24) hours as from the moment the Company/Provider was informed of the loss, the Insured shall receive a sum specified in the table of benefits. This sum shall cover the expenses incurred by the Insured to purchase the basic items needed as a result of the loss of his/her luggage.
2. Requirements to qualify for this benefit:
  - a. Notify the loss to the Company (through the Provider) within forty eight (48) hours following the issuance of the Property Irregularity Report. or claim form filed with the airline company.
  - b. The Insured must remain abroad for a minimum stipulated period of twenty four (24) hours
  - c. The Insured must show up at the offices of the Company/Provider with the following documentation: confirmation of cover/voucher, passport, travel tickets, original copy of the claim filed with the airline carrier (Property Irregularity Report form) and original receipts of the expenses incurred in the purchase of basic items up to the amount requested for compensation. The expense receipts must relate to purchases made by the Insured at the place of the luggage loss and during the period between the date of the loss and that in which compensation was requested.
3. If two or more Insured's shared the same piece of lost luggage, the above compensation shall be prorated among them.
4. Particular exclusions:
  - a. If the piece of luggage was lost during the return flight to the country of the Insured's permanent address, no compensation shall be granted.
  - b. The Company (through the Provider) shall not reimburse any expenses when the delay is caused

by climate catastrophes of any type as mentioned in Part VII.

**NOTE: LUGGAGE LOSS AND DELAY – RIGHT TO ONE BENEFIT PER TRAVEL – NON-CUMULATIVE COMPENSATIONS:**

The Insured shall be entitled to only one (1) compensation for loss and/or delay of luggage per trip, as per the terms and conditions set forth in II and III above, even in the case of an annual coverage and irrespective of the number of confirmations of cover/vouchers issued in his/her name and of the delays and/or losses of luggage that may occur during the effective period of the Insured's coverage. Compensations for loss and/or delay to luggage per travel indicated in Features II and III above, are non-cumulative among them, being applicable only one of these compensations per event.

**FEATURE IV – EXPENSES FOR FLIGHT DELAY**

Should the Insured's international flight be delayed for over six (6) consecutive hours as from the scheduled time of departure of his/her original flight and had no other transportation alternative during such 6-hour period, the Company (through the Provider) shall reimburse a sum of money for hotel, food, taxis and communication expenses incurred during such delay, within the limits specified in the table of benefits. The reimbursement shall be effected upon submission of reliable tickets/receipts and a certificate issued by the airline company stating the delay or cancellation. To enjoy this benefit, the Insured must contact the corresponding Call Center from the Airport where mishap occurred.

Particular exclusions:

- i. This service shall not be provided if the Insured is traveling with a ticket subject to flight availability, or he/she is in the country where the confirmation of cover/voucher was bought or in the country in which he/she resides. The table of benefits specifies the scope of this benefit for each type of voucher.
- ii. The Company (through the Provider) shall not reimburse any expenses when the delay is caused by climate catastrophes of any type as mentioned in clauses Part VII-2-n to o.

**FEATURE V – HOTEL EXPENSES DUE TO CONVALESCENCE**

1. Insured's hotel expenses: The Company (through the Provider) shall reimburse the hotel expenses (room only, without extras) in those cases when the attending physician prescribes mandatory resting in bed after the Insured's hospitalization (which must have lasted at least five (5) consecutive days), with prior approval by the Medical Department of the Company (through the Provider) and provided that such hospitalization has been arranged and monitored by the Company/Provider.
2. Relative or companion's hotel expenses. In addition, the Company (through the Provider) shall cover hotel expenses (room only, without extras) for the Insured's traveling companion, who shall also be covered under this master policy issued by the Company, in those cases when the physician prescribes mandatory resting in bed of the Insured after a period of hospitalization (which must have lasted at least five (5) consecutive days), with prior approval by the Medical Department of the Company (through the Provider) and provided that such hospitalization has been arranged and monitored by the Company (through the Provider).

**NOTE:** Both benefits 1 and 2 under Feature V shall have a limit per day and a total maximum limit per trip which is specified in the table of benefits.

**FEATURE VI – ADVANCE OF FUNDS FOR BAIL**

Should a criminal or civil lawsuit be brought against the Insured for any road traffic accident, the Company (through the Provider) shall post bail (up to the amount detailed in the table of benefits) for him/her in order to release him/her from confinement.

The amount advanced shall be taken as a loan and the Insured undertakes to return such amount to the Company (through the Provider) as soon as possible and always within the following thirty (30) consecutive days after funds have been wired. The loan shall be granted to the Insured provided he/she produces a guarantee deposit policy that would benefit the Company/Provider.

**FEATURE VII – FUND TRANSFER**

In case of a justified emergency and at the discretion of the Company (through the Provider), the Insured may request the transfer of a sum of money that matches the type of emergency, up to the maximum limit stated in the table of benefits. The cost of such transfer of funds shall be borne by the Company (through the Provider). It is understood that the Insured must make the necessary arrangements to make the total sum available to the Company (through the Provider) at its offices or wherever requested before the transfer is carried out.

#### **FEATURE VIII – LEGAL ASSISTANCE IN CASE OF ACCIDENT**

At the Insured's request, and in those countries with coverage, the Company (through the Provider) shall refer the Insured to a lawyer to assist him/her with his/her defense in a criminal or civil lawsuit where the Insured is held liable for a road traffic accident. The Company (through the Provider) shall pay a sum for lawyer's fees up to a maximum detailed in the table of benefits. Legal assistance shall not be provided and no amount shall be granted or reimbursed should the Insured use the services of a professional who was not duly designated or authorized by the Company (through the Provider).

#### **FEATURE IX – GUARANTEE FOR CANCELLATION EXPENSES**

##### **A. RESTRICTED GUARANTEE OF EXPENSES IN CASE OF TRIP CANCELLATION OR INTERRUPTION**

1. The Company (through the Provider) shall compensate the Insured for any unrecoverable loss of pre-paid deposits or expenses, or for penalties charged for changing the original return date of a ticket (whenever the category of the ticket/fare allows it) due to the cancellation or interruption of a trip as per the General Terms and Conditions of the tour or services purchased, provided that such cancellation or interruption is caused necessarily and inevitably as a consequence of:
  - a. Death or serious disease of the Insured, causing his/her hospitalization or confinement to bed, preventing him/her from wandering around, and therefore being unable to begin and/or continue his/her trip.
  - b. Death or serious disease of the Insured's spouse or child /children that causes hospitalization or confinement to bed, preventing him/her from wandering around, therefore having the need to cancel and/or interrupt his/her trip.
  - c. Death or hospitalization for a period longer than three (3) consecutive days due to a sudden accident or serious illness of the Insured's father or mother. This list is of a restrictive and not of an illustrative nature.
2. Particular exclusions: compensation related to the benefit of this clause shall not apply when the cancellation or interruption of the trip occurs due to any of the exclusions detailed in Part VII of this master policy, as well as in the case that the Insured has turned seventy five (75) years of age at the date of purchasing the service.
3. Duration: this benefit shall be effective as follows:
  - a. For the purpose of trip cancellation: as from the moment the Insured purchases the service and up to the beginning of the trip.
  - b. For the purpose of trip interruption: from the beginning and up to the end of the trip or up to the expiration of the coverage (whichever occurs first).
4. The benefit applies only in relation to international trips and for those products in which this feature is clearly included.
5. Amount of the benefit: the maximum compensation provided by the Company/Provider shall be the amount established in the table of benefits. Should several losses occur from a single event, the Company/Provider shall not be liable to pay as a whole an amount greater than USD 10,000 (ten thousand US dollars), irrespective of the number of individuals affected.
6. Subrogation: The Insured assigns to the Company (through the Provider) all rights and actions that may be taken against any individual or legal entity for any damages caused to the Insured up to an amount equal to those reimbursed by the Company (through the Provider) for this benefit. In addition, the Insured undertakes and binds him/herself to formalize the subrogation or assignment in favor of the Company/Provider within forty eight (48) consecutive hours as from the moment notice is given to the Insured/s to these effects.
7. Terms for the applicability of this benefit: in order to qualify for this benefit the following conditions must be met:
  - a. The Insured must communicate to the Company (through the Provider) in due manner the need to cancel or interrupt the trip immediately and within forty eight (48) hours following the causing event, being that the Company/Provider is entitled to verify the reported event;

- b. The Insured's confirmation of cover/voucher must have been issued on the same date indicated on the official receipt for the payment of the travel services hired and at least 15 (fifteen) days in advance to the beginning date of the trip.
  - c. Reimbursements due to cancellation will proceed only when the trip is definitely called off; postponements and reschedules are not subject to reimbursement.
8. Obligations of the Insured: the Insured must submit to the Company (through the Provider) the following documents:
- a. Round trip tickets.
  - b. Copy of the passport or personal identification document that would or was required to depart from the country of residence.
  - c. The Insured's confirmation of cover/voucher including this guarantee.
  - d. Original and legally valid invoices and receipts of the payments made to the travel agency hired for the services.
  - e. Credit note (or equivalent document fulfilling tax regulations) issued by the travel agency, with whom travel services were purchased, that shows the amount that is reimbursed to the Insured due to the trip cancellation.
  - f. Letter issued by the Travel Agency, Airline or Maritime Company stating penalties to be afforded by the Insured because of the cancellation or interruption.
  - g. In case of accident, the Insured shall attach the related police report, and in case of disease, all medical documentation.
  - h. In case of death, an authenticated copy of the death certificate shall be required.
  - i. Documentation supporting the kinship when applicable.
  - j. The Insured or his/her relatives must authorize the Company/Provider or whoever is designated by the latter, by any means necessary, to reveal the Medical History of the Insured or of the person causing such interruption when applicable.
9. Payment Terms and conditions: see Part VI-Section A-VIII-8.
10. Non-cumulative benefits:
- a. Compensations indicated in Part VI-Section B-Feature IX-A and IX-Bare not cumulative among them, being applicable only one of these compensations per event.
  - b. If the Insured holds an annual cover then he/she is entitled to be compensated just on one (1) occasion during the term of the Policy.
  - c. If the customer makes a claim to be reimbursed for this benefit, the confirmation of cover/voucher's validity shall be terminated and no further assistance services shall be covered, regardless of whether or not the claim proceeds.

## **B. CANCELLATION PLUS**

1. Unrestricted guarantee for expenses incurred due to trip cancellation: the Company (through the Provider) shall compensate the Insured for any unrecoverable loss of pre-paid deposits or expenses due to the cancellation of a trip as per the General Terms and Conditions of the tour or services purchased, irrespective of the reason that caused such cancellation and providing that the Insured informs the Company (through the Provider) of the cancellation at least forty eight (48) hours before the beginning of the trip. For the purposes of this clause, a 15% or 25% (as detailed in the table of benefits) deductible fee shall be applied and borne by the Insured.
2. Particular exclusions: compensation related to the benefit of this clause shall not apply when the cancellation of the trip occurs due to the Insured's criminal action; alcoholism; drug addiction; use of drugs without medical prescription; suicide attempt, self-destruction, self-inflicted injuries or any such other attempt; or in cases when the Insured has turned seventy five (75) years of age at the date of purchase of the service; or in the case of cancellation of the services because of natural disasters or force majeure. Part VII shall not be taken into consideration when processing a Cancellation Plus request, except for those applicable particular exclusions above mentioned.
3. Terms for the applicability of this benefit: in order to qualify for this benefit the following conditions must be met:
  - a. Cancellation notice shall be informed to the Company (through the Provider) forty eight (48) hours before the beginning of the trip or before the date the confirmation of cover/voucher enters into force (whichever occurs first).
  - b. The Insured's confirmation of cover/voucher must have been issued on the same date indicated on the official receipt for the payment for the travel services hired and at least fifteen (15) days prior to the beginning date of the trip.

- c. The benefit applies only in relation to international trips and for those products in which this feature is clearly included.
  - d. Reimbursements due to cancellation will proceed only when the trip is definitely called off; postponements and reschedules are not subject to reimbursement.
4. Deductible fee: as referred to above, there is a deductible fee that shall be shouldered by the Insured, the percentage of which is specified in the table of benefits of the confirmation of cover/voucher. The Company/Provider shall not apply the deductible fee exclusively when the Insured cancels his/her trip due to one of the following reasons:
- a. Death or serious disease of the Insured, the Insured's spouse or his/her child/ren causing the hospitalization or confinement to bed of the diseased, preventing him/her from wandering around, and thus causing the Insured to be unable to begin and/or continue his/her trip. This benefit proceeds whether the event occurs before or after the Insured starts the trip, as stated in Part VI-Section B-Feature IX-A.
  - b. Death or hospitalization due to accident or sudden and serious illness of the Insured's father or mother. This list is of a restrictive and not of an illustrative nature. This benefit proceeds whether the event occurs before or after the Insured starts the trip, as stated in Part VI-Section B-Feature IX-A.
  - c. Serious damage to the Insured's home or commercial business caused by fire or theft, which makes the place not suitable to be inhabited and thus requires the presence of the Insured to sort things out.
  - d. Medical quarantine declared by competent authority or justified by physician, as long as it has been declared after the Insured booked his/her travel services.
  - e. If the Insured is summoned as jury or witness by a court of justice, as long as he/she was notified after booking his/her travel services and the audience is set on a date on which the Insured would be abroad (dates should match those of the confirmation of cover/voucher).
  - f. If the Insured is called up to attend as a member of an electoral table in a national/state polling station. Notification should have occurred after the Insured booked his/her travel services and the election is scheduled on a date the Insured would have started his trip.
  - g. If the Insured is dismissed from his/her job notification of which occurred after the Insured booked his/her trip. This benefit will apply if the dismissal is not justified for disciplinary reasons.
  - h. If the Insured receives medical emergency assistance due to complications arising as a result of pregnancy that prevents her from starting her trip, as long as the emergency occurs after the Insured's booking of travel services and there is a physician's recommendation to cancel the trip. This benefit will not proceed if the Insured originally booked travel services against medical advice or against the airline/maritime company regulations.
  - i. If the Insured or the wife of the Insured receives medical emergency assistance and she gives birth to a child. This benefit will not proceed if the Insured originally booked travel services against medical advice or against the airline/maritime company regulations referred to pregnant women. Nor shall the benefit apply if the husband made arrangements to be on his trip by the time the pregnant woman was expected to give birth.
  - j. If the Insured is notified that he/she is being given a child in adoption or in order to be his/her legal guardian. For this benefit to proceed the notification must have issued by the judge or authority in such matters according to the legislation on adoption in the country where the Insured holds residence.
  - k. Wedding calling-off: this benefit will apply if both Insureds of a voucher who booked travel services as their honeymoon due to their marriage/civil partnership called off their wedding.
5. Amount of the benefit: the maximum compensation provided by the Company/Provider shall be the amount established in the table of benefits. Should several losses occur from a single event, the Company/Provider shall not be liable to pay as a whole an amount greater than USD 10,000 (ten thousand US dollars), irrespective of the number of individuals affected.
6. Subrogation: The Insured assigns to the Company/Provider all rights and actions that may be taken against any individual or legal entity for any damages caused to the Insured up to an amount equal to those reimbursed by the Company/Provider for this benefit. In addition, the Insured undertakes and binds him/herself to formalize the subrogation or assignment in favour of the Company/Provider within forty eight (48) consecutive hours as from the moment notice is given to the Insured/s to these effects.
7. Obligations of the Insured: the Insured must submit to the Company (through the Provider) the following documents:

- a. Round trip tickets.
  - b. Copy of the passport or personal identification document that would or was required to depart from the country of residence.
  - c. The Insured's confirmation of cover/voucher including this guarantee.
  - d. Original and legally valid invoices and receipts of the payments made to the travel agency hired for the services.
  - e. Credit note (or equivalent document fulfilling tax regulations) issued by the travel agency with whom travel services were purchased that shows the amount that is reimbursed to the Insured due to the trip cancellation.
  - f. Letter issued by the Travel Agency, Airline or Maritime Company stating penalties to be afforded by the Insured because of the cancellation or interruption.
  - g. Police report stating address and details of the incident that occurred, as well as any documentation that supports the Insured lives in that address or has his/her commercial business there; if the reason for cancellation is that of Part VI-Section B-Feature IX-B-4-c.
  - h. Complete medical documentation and/or certifications if the reason for cancellation is that of Part VI-Section B-Features IX-B-4-d, IX-B-4-h or IX-B-4-i.
  - i. Written summons from the court or the electoral justice department or competent authority if the reason for cancellation is that of Part VI-Section B-Features IX-B-4-e or IX-B-4-f
  - j. Telegram of dismissal or legal document in case the Insured is dismissed from his job; if the reason for cancellation is that of Part VI-Section B-Feature IX-B-4-g.
  - k. Written notification from competent authority stating the date on which the Insured will be receiving the child/ren for adoption or as a legal guardian, if the reason for cancellation is that of Part VI-Section B-Feature IX-B-4-j.
  - l. Any documentation that evidences the marriage/civil partnership was to take place before the day on which the trip started and that it has been cancelled: party room rental, catering services, religious ceremony services, statement of schedule from the Office of the Registrar-General, among others and the credit notes or similar financial document that shows the cancellation of the event.
8. Payment Terms and conditions: see Part VI-Section A-VIII-8.
9. Non-cumulative benefits:
- a. Compensations indicated in Part VI-Section B-Features IX-A and IX-B are not cumulative among them, being applicable only one of these compensations per event.
  - b. If the Insured holds an annual voucher then he/she is entitled to be compensated just on one occasion during the term of the voucher.
  - c. If the Insured makes a claim to be reimbursed for this benefit, the voucher's validity shall be terminated and no further assistance services shall be covered, regardless of whether or not the claim proceeds.

#### **C. COMPENSATION FOR FLIGHT CANCELLATION PENALTIES**

1. Benefit: the Company (through the Provider) shall reimburse the Insured for the penalties applied by the airline due to the cancellation of an air ticket, and its replacement for another one, provided that this cancellation is caused necessarily and inevitably as a consequence of one of the following:
  - a. Serious illness of the Insured that causes his/her hospitalization, therefore preventing him/her from beginning of his/her trip.
  - b. Death or serious illness that causes hospitalization of the Insured's spouse, child /children or parents. This list is limited to the direct relatives above mentioned.
  - c. When the Insured is notified to present in person at a legal court and cannot be represented by an attorney; provided the notification occurs after the voucher was purchased.
  - d. When the Insured is an employee and, after the issuance of his/her voucher, is notified of the dismissal from his/her employment.
2. Duration: this benefit shall be effective as from the moment the Insured purchases the service and up to the beginning of the trip. It shall exclusively and necessarily apply for international travels.
3. Amount of the benefit: the maximum compensation to be reimbursed by the Company (through the Provider) shall not be greater than USD 150 (one hundred and fifty US dollars).
4. Exclusions: no reimbursement requests shall be attended if the flight cancellation is due to any of the exclusions mentioned in Part VII of this master policy.
5. Obligations of the Insured: the Insured must not fail to inform the Company (through the Provider) in due manner the impossibility to travel immediately and within forty eight (48) hours after the event

causing the hindrance has occurred. The Company (through the Provider) is entitled to verify the facts claimed. In addition, the confirmation of cover/voucher must have been issued in the same date appearing in the original airline ticket. In order to be granted the reimbursement the Insured must submit to the Company (through the Provider) the following elements:

- a. Original documentation of the penalty applied by the airline and its payment.
  - b. The voucher including this guarantee.
  - c. In case of accident, the Insured shall attach the police report; in case of illness, all medical documentation; and any other documents that support the reimbursement asked for.
  - d. In case of death, an authenticated copy of the death certificate shall be required.
  - e. Documentation supporting the kinship when applicable.
  - f. The Insured and/or his/her relatives shall authorize the Company (through the Provider) or whomever it appoints, by any means necessary, to reveal the Medical History of the Insured and/or relative causing the cancellation.
6. Payment terms and conditions: the Company (through the Provider) shall compensate the Insured in the same currency in which he/she has paid for the trip, according to the documentation submitted and issued by the travel agency. If the payment was made in a foreign currency it will be reimbursed in the currency prevailing in the country of issuance of the voucher, at the official exchange rate at the time the airline ticket was issued.

#### **FEATURE X –SECURE GIFT**

1. The Company (through the Provider) shall reimburse the Insured up to the maximum amount indicated in the table of benefits, in case of theft or material damages to any of the movable property purchased, provided such property has been purchased during the trip and paid by credit card.
2. Terms for the applicability of this benefit: in order to qualify for this benefit, the following conditions must be met:
  - a. The goods must have been purchased during the Insured's trip and within the effective term of the confirmation of cover/voucher.
  - b. The goods must have been paid with one of the Insured's credit cards.
  - c. The theft or damage must occur while the Insured's on his trip and as long as the confirmation of cover/voucher is valid.
3. Particular Exclusions:
  - a. Exclusions to the grounds: the Company (through the Provider) shall not compensate the Insured if the theft or damage occurs as a consequence of war (whether declared or not), invasion, rebellion or insurrection, any type of hostilities, seizure or imprisonment by order of public authorities or governments (whether legitimate or not), illegal traffic and criminal acts; normal wear and tear; radioactive contamination; damages from inherent defects of the goods; flooding and earthquake; direct material damages caused to the property due to criminal intent or negligence of the Insured; direct material damage to property acquired illegally; larceny and/or loss of Property.
  - b. Exclusions to the nature of the goods: in no case shall the following be considered property for the purposes of this benefit: money in cash or in any of its forms, travelers checks, bills and travel tickets; animals and natural plants; food and beverages; jewelry, precious stones and watches inside luggage, unless they are worn by the Insured and are permanently under the Insured or his/her travel companions' custody; those dispatched when taking a flight/cruise, even in international flights.
  - c. Other exclusions: this benefit does not cover purchases made under extortion and/or any other defect of the Insured's will or consent; no coverage shall be provided for the manufacturing flaws or defects of the product that allow to enforce the guarantee extended by the manufacturer and/or vendor; no coverage shall be provided within the country of residence of the Insured, or within the country of issuance of the confirmation of cover/voucher, or within the country where the Insured is at the time of purchasing the confirmation of cover/voucher.
4. Obligations of the Insured:
  - a. Communicate to the Company (through the Provider), as soon as possible, and in any case within a maximum period of twenty four (24) hours, otherwise risking to lose the guarantee coverage, the existence or possibility of existence of loss, and inform the exact circumstances in which the theft or damage occurred.
  - b. Submit detailed invoice of the store where the goods were purchased if more than one product was purchased under only one receipt/invoice.

- c. In case of Theft, the following documentation must be submitted: original Police Report, Original Sales Ticket, Credit Card Statement, Passport and confirmation of cover/voucher of the Insured.
  - d. In case of damages, the following documentation must be submitted: Repair estimate, original sales ticket, Credit Card statement, Passport and confirmation of cover/voucher of the Insured.
5. Amount of coverage:
- a. The maximum coverage provided by the Company (through the Provider) shall be the amount established in the table of benefits. Should several losses occur from a single event, the Company/Provider shall not be liable to pay as a whole an amount greater than USD 5,000 (five thousand US dollars), irrespective of the number of individuals affected.
  - b. The Company (through the Provider) reserves the right to pay for the replacement of the Insured Good or to compensate its loss in money.
  - c. The guarantee provided by the Company (through the Provider) for material or accidental damages suffered by any Good shall comprise the total cost of repair of such and at the most the total purchase price of the Good, provided it does not exceed the maximum compensation established in the table of benefits.
  - d. Claims for goods that are a part of a pair, a set or a collection, shall be paid according to the total sale price of the pair, set or collection if the damaged goods cannot be replaced separately and cause the rest of the set to be useless.
  - e. This coverage shall apply only and exclusively if there fails to be another insurance or if such insurance – existing or that might exist -is insufficient to cover the Insured Goods purchased by the Insured himself as insurance taker or any other taker in favor of the Insured.
- NOTE:** if the Goods suffer material damage, the Company (through the Provider) shall be entitled to request the Insured to deliver the damaged goods to the indicated location in order to verify the damages and estimate the loss. Shipment expenses shall be borne by the Insured, unless they are not consistent with the value of the goods.
6. Payment terms and conditions: See Part VI-Section A-VIII-8.

#### **FEATURE XI – LUGGAGE TRACING**

The Company (through the Provider) shall assist the Insured abroad in all possible ways to trace the missing suitcases that have been checked in the luggage deck of the international flight the Insured has boarded. This does not imply any liability upon the Company/Provider.

#### **FEATURE XII – TRANSPORTATION OF A FAMILY MEMBER IN CASE OF HOSPITALIZATION**

In the event of hospitalization of the Insured for a period of five (5) consecutive days or longer, the Company (through the Provider) shall bear the costs of a flight ticket, in economy class, subject to availability, in order to fly a family member to be at his/her side, provided that the Insured was traveling without companions and was alone in a foreign country at the time of his/her hospitalization. This benefit shall be granted only if the 5-day period of hospitalization falls within the effective period of the Insured's coverage and was approved by the Company (through the Provider).

#### **FEATURE XIII – ASSISTANCE IN CASE OF TRAVEL DOCUMENTS LOSS**

The Company (through the Provider) shall provide the Insured advice on how to proceed in the event of documents and/or credit card loss.

#### **FEATURE XIV – ESCORT OF MINORS**

In the event that the Insured was the only companion of one or more minors (17 [seventeen] year olds or under), on the condition that the minor/s also a voucher holder, and provided that the Insured is not able to take care of the minor due to accident or illness that causes his/her hospitalization for a period longer than 5 (five) consecutive days, the Company (through the Provider) shall arrange for an escort, with no additional charge and at its exclusive discretion, to accompany the minor/s on an exclusive basis back to his/her permanent address.

#### **FEATURE XV – RETURN TRIP DUE TO INSURED'S ILLNESS**

The Company (through the Provider) shall bear the costs of the difference in price of the return flight ticket of the Insured as long as he/she holds a round trip ticket with a reduced fare for a fixed or limited date of return, and the Insured was unable to fly on such date because of illness or accident, having been assisted by the Company (through the Provider) and prior approval by the related Call Center. The circumstances which qualify for this benefit shall be verified and accepted at the exclusive discretion of the

Company/Provider. This benefit shall not be liable to reimbursement or granted if not during the effective period of the coverage.

#### **FEATURE XVI – EMERGENCY MEDICAL EVACUATION**

In emergency cases, the Company (through the Provider) shall make arrangements for the transportation of the injured or sick Insured to the closest health care institution in order for him/her to receive medical assistance. Should the attending physician recommend the transfer of the patient to a more adequate health care institution, the necessary arrangements shall be made for such transfer, taking into consideration the characteristics of the case, with approval of the Medical Department of the Company (through the Provider) and under the conditions and by the means approved by the Call Center involved.

Only medical reasons shall be taken into consideration when deciding the applicability and/or urgency of the Insured's transfer, which shall be assessed by the Medical Department of the Company (through the Provider) at its sole and exclusive discretion. Whenever the attending physician recommends the emergency medical evacuation of the Insured, such evacuation shall be supported in writing on medical and scientific grounds.

If the Insured or his/her companions decide to carry out the evacuation ignoring the opinion of the Medical Department of the Company (through the Provider), the Company/Provider shall not be held liable in any aspect for such decision. Therefore, the evacuation costs and consequences shall be at the soles expense and risk of the Insured and/or his/her traveling companions, having no right to file any claim related to such matter against the Policy. This service shall be subjected to the limitations detailed in the table of benefits. Any and all expenses incurred under this benefit shall be in diminution of the benefit provided under Emergency Medical Treatment (Medical Assistance) indicated in the table of benefits.

#### **FEATURE XVII – EMERGENCY REPATRIATION**

Whenever the Medical Department of the Company (through the Provider) deems that an emergency repatriation (to the country of residence of the Insured) is necessary as consequence of serious accident or illness, the repatriation of the Insured shall be carried out with prior approval of the Medical Department of the Company (through the Provider), taking into consideration the characteristics of the case and by the means and under the conditions authorized by the acting Call Center. In addition, the attending physician must approve and support on medical and scientific grounds such repatriation. If the Insured or his/her traveling companions decide to carry out the repatriation ignoring the opinion of the Medical Department of the Company (through the Provider), the Company/Provider shall not be held liable in any aspect for such decision. Therefore, the repatriation costs and consequences shall be at the sole expense and risk of the Insured and/or his/her traveling companions, having no right to file and claim related to such matter against the Policy. Any and all expenses incurred under this benefit shall be in diminution of the benefit provided under Emergency Medical Treatment (Medical Assistance) indicated in the table of benefits.

#### **FEATURE XVIII – REPATRIATION OF MORTAL REMAINS**

In the event of death of the Insured during the trip, the Company (through the Provider) shall make the arrangement, by the means deemed to be more convenient, and bear the costs of a regular transportation at the location where the death occurred, the paperwork (in every aspect that is within its reach), and transportation to:

1. For international coverage: to the arrival point of entry of the Country of Residence of the Insured. Transportation costs within the country of residence of the Insured shall not be covered under the Policy.
2. For national coverage: to the burial place indicated by the direct family members of the deceased, in the city or town of the permanent address of the Insured.

The costs of a definitive burial formalities, shall not be borne by the Policy under any circumstances. The Company/Provider shall not be liable for the transportation of the deceased remains and shall not make any reimbursement thereof if a funeral home or other third party becomes involved before the Company (through the Provider) does. This service shall be provided only of the request for assistance to the Company (through the Provider) is made immediately after the death takes place. Repatriation assistance shall not be covered if the death is related to or caused by any of the pathologies mentioned in Part VII. Any and all expenses incurred under this benefit shall be in diminution of the benefit provided under Emergency Medical Treatment (Medical Assistance) or Accidental Death in Public Transport indicated in the table of benefits, whichever is applicable.

## **FEATURE XIX – TRANSPORTATION OF EXECUTIVES IN EMERGENCY CASES**

If the Insured was on a business trip abroad and was hospitalized due to a serious medical emergency that prevented him/her from continuing his/her business trip, the Company (through the Provider) shall bear the cost of a ticket for the person appointed by the company for which the Insured worked for, to replace him/her. The ticket shall be purchased in the same class in which the executive to be replaced traveled and shall be subject to airline availability. The substitute must also hold a valid Policy at the time of the trip.

In no event shall this benefit be granted to an Insured that has requested the services set forth in Part VI-Section B-Feature XII of this master policy.

## **FEATURE XX – UNEXPECTED RETURN DUE TO LOSS IN INSURED'S DOMICILE**

In case of breaking of dwelling through doors or windows, fire or explosion in the Insured's permanent address, being there a risk of further damage, the Company (through the Provider) shall bear the costs of a return ticket for the Insured to his/her home. If the house belonged to two or more Insureds, the Company (through the Provider) shall bear the return costs of only one of them. Under these terms and conditions return costs mean the cost of a return one-way ticket from the place where the Insured is located at the time of the incident. The Company (through the Provider) shall demand from the Insured the un-used ticket, in order to be paid back. The Insured shall hand in the formal complaint filed at the police department.

## **FEATURE XXI – TRANSMISSION OF URGENT MESSAGES**

The Company (through the Provider) shall make the arrangements to send any urgent and justified messages from the Insured in relation to any of the events object of this type of assistance

## **FEATURE XXII – HOT LINE**

Before traveling, the Insured can request information and data from the Company (through the Provider) through its Call Center, round-the-clock, 365 days a year, about the following:

1. Hotels, weather, currency, consulates, embassies, etc. in the place of destination
2. General advice prior to the travel in relation to any pathologies and/or special needs of the client
3. Information on equivalent medicines in case the Insured loses or forgets his/her regular medicine.

## **FEATURE XXIII – CONCIERGE**

The Insured shall be entitled to the following Concierge assistance services:

1. Travel information: the Insured can request the arrangement of itineraries and tours; inquire about visa's requirements, passports, entry permits, vaccines and documentation; weather information; foreign currency quotation and exchange rates; information about the destination country of his/her trip and its main cities; information about practices and customs in the places the Insured will visit.
2. Assistance and arrangements during the trip: the Insured may request reservation of local and international flights; hotel; car rental (with or without driver), including standard and luxury cars, limousines, taxis; translation services.
3. Shows and events: the Company (through the Provider) shall provide information on timetables and tickets for special shows, opera, ballet, theaters, concerts, museums and other cultural activities and events, as well as sport events.
4. Restaurants: the Insured shall have access to an information and/or reservations service for restaurants, and can request advice on the following:
  - a. types of food;
  - b. price range;
  - c. directions on how to get to the restaurant;
  - d. reservations for groups of people;
  - e. in all cases, reservations shall be made taking into consideration the restaurant's availability and provided that no surcharges are imposed on such reservation.
5. Information on entertainment: the Company (through the Provider) shall provide information on tours and visits to places of interest; information on timetables and booking of tennis courts, golf courses, spas, gyms and sport clubs, as well as special sports that can be practiced by the Insured in the area.
6. Gifts and shopping assistance: the Company (through the Provider) shall make suggestions related to gift purchasing; it shall also advise the Insured on well-known stores and help locate difficult to find articles. The Company (through the Provider) shall not carry out, under no circumstances, economic transactions in the name or on account of the Insured, its service being limited to providing the him/her

with relevant information. The Company (through the Provider) shall not assume any responsibility for the wrong or irregular use of the service; it shall not assume any responsibility neither for the quality, guarantee, compliance with specifications, operation, customs' procedures and/or charges if applicable, nor for the applicability of the product or service of third parties of any of the products that the Insured may purchase upon Concierge Services' suggestions.

7. Particular exclusions and restrictions to Concierge service:
  - a. The Company (through the Provider) shall reject any request if, at its own discretion, it considers that:
    - i. its purpose is for reselling and/or for professional or commercial use;
    - ii. it is impossible to perform or obtain;
    - iii. it is liable to risks (for example, if it is originated or must be arranged through illegal means);
    - iv. it violates rules, regulations or national or international laws, as applicable;
    - v. it violates other peoples' privacy;
    - vi. they are immoral or unethical;
    - vii. its only purpose is that of comparing prices.
  - b. The Company (through the Provider) reserves the right to reject any request or to stop a request in progress at any time and cannot be held liable for the consequences that such attitude may bring about. If a request is rejected, the Company (through the Provider) shall communicate such decision to the Insured and shall try to offer one or more alternatives.
  - c. The Company (through the Provider) shall not make, under no circumstances, economic transactions in the name or on account of the Insured, its service being limited to providing the Insured with the relevant information. The Company (through the Provider) shall not assume any responsibility for the wrong or irregular use of the service; it shall not assume any responsibility neither for the quality, guarantee, compliance with specifications, operation, customs' procedures and/or charges if applicable, nor for the applicability of the product or service of third parties of any of the products that the Insured may purchase upon Concierge Services' suggestions.

#### **FEATURE XXIV – SPORTS**

Exclusively for confirmations of cover/vouchers that explicitly cover this benefit, and in accordance with the contents of Part IV SPECIAL COVERAGE B, Part VI-Section A and Part VI-Section B-Feature I hereinabove stated, the Company (through the Provider) shall also provide the following services to the Insured:

1. Expenses for search and rescue services: the Company (through the Provider) shall pay, up to a maximum of USD 5,000 (five thousand US dollars) for search and rescue of the Insured needed as a result of amateur sport practices, only if the place where the event occurs fails to have the appropriate infrastructure to carry out the necessary procedures. The expenses for this coverage shall be allocated to the account of the Maximum Limit for Medical Assistance Expenses.
2. Amateur practice of Sports: the Company (through the Provider) shall provide Medical Assistance services required as a result of the amateur practice of any sport, provided it is carried out within clearly adequate and/or authorized environments for the practice thereof. Consequently, and for the purposes of the coverage herein mentioned, the exclusions mentioned in Part VII-2-j to m shall be disregarded. Expenses for this benefit shall be allocated to the account of the Maximum Limit for Medical Assistance Expenses, up to a maximum of 25% thereof and subject to a deductible of USD 50.00 for each and every occurrence.
3. Particular Exclusions: treatments of the events set forth below shall have no assistance coverage, in the case of accident and illness:
  - a. Consequences derived from the professional practice of any sport;
  - b. Consequences derived from the practice, whether professional or amateur, of mountain climbing, boxing, motorcycle racing and diving in open waters.
4. The remaining clauses in the Policy shall be fully effective, except for those aspects expressly amended by this clause.

#### **FEATURE XXV – DISABILITY**

The Company (through the Provider) shall provide the following additional services, in accordance with Part VI-Section A and Part VI-Section B-Feature I, exclusively for Insured with vouchers that explicitly include this benefit:

1. Disability: the Company shall bear the charges for Medical Assistance services required as a result of

physical disability or sensory deprivation reported by the Insured. Consequently and exclusively restricted to the reported disability, the pre-existence exclusion shall be disregarded. Expenses for this benefit shall be allocated to the account of the Maximum Limit for Medical Assistance Expenses indicated.

2. Particular exclusions: Neither in case of accident nor illness, shall assistance needed as consequence of psychiatric, intellectual and/or mental disabilities be covered.
3. IMPORTANT: an essential condition for this coverage to be valid is that the Insured must report his/her disability at the time the confirmation of cover/voucher is issued. The Company (through the Provider) reserves the right to request any necessary documentation to verify the aforementioned conditions (as, for example, Disability Certificate issued by the official health authorities).
4. The [remaining clauses of the Policy](#) shall be fully effective, except for those aspects expressly amended by this clause.

## **FEATURE XXVI – PREGNANCY**

The Company (through the Provider) shall provide the following additional services exclusively for Insured of vouchers that explicitly include this coverage and in accordance with the provisions established in Part IV SPECIAL COVERAGE A, Part VI-Section A and Part VI-Section B-Feature I of this master policy:

1. Pregnant women: the Company (through the Provider) shall bear the charges of expenses derived from pregnancy-related complications, including preterm birth and spontaneous abortion, always prior request from the attending medical team and the authorization by the Medical Department and the Call Center of the Company (through the Provider). Therefore, and for the purposes of this coverage, the exclusions mentioned in Part VII-2-e to f shall be disregarded. The expenses for this benefit shall be allocated on the account of the Maximum Limit for Medical Assistance Expenses.
2. Newborn: during the newborn's first year of life and in those cases when mother and child shall make a new trip, the Company (through the Provider) shall issue a confirmation of cover/voucher in his/her name free of charge. In order to qualify for this benefit, the following conditions must be met:
  - i. the mother must have been an Insured of a "Pregnancy" product purchased from the Company/Provider during her pregnancy;
  - ii. the mother must purchase a new confirmation of cover/voucher from the Company/Provider for her trip;
  - iii. The newborn must travel with his/her mother.
3. The Company (through the Provider) may request from the mother any necessary documentation to validate the aforementioned conditions. The effective date and overall features of the voucher issued in the newborn's name shall be the same as those of the confirmation of cover/voucher purchased by the mother. This benefit shall be non-cumulative with other promotions and/or discounts available at the time of the issuance of the new confirmation of cover/voucher.
4. Particular exclusions: In case of accident and illness, the treatments detailed below shall not be covered:
  - i. Ambulatory check-ups related to the pregnancy normal development, such as doctor's consultations and related tests; deliveries and caesarean sections in normal development and at term pregnancies;
  - ii. Induced abortions;
  - iii. Medical and miscellaneous expenses related to the newborn (such us nursery, neonatology, feeding, etc., not being this listing of a restrictive nature).
5. IMPORTANT: in order for this coverage to be valid the following essential conditions must be met:
  - i. at the beginning date of the trip or voucher (whichever is earlier), the Insured's pregnancy should not exceed week 34 of gestation;
  - ii. At the beginning date of the trip or the confirmation of cover/voucher the Insured is not older than 40 years of age.The Company (through the Provider) reserves the right to request any necessary documentation to validate the aforementioned conditions.
6. The remaining clauses of the Policy shall be fully effective, except for those aspects expressly amended by this clause.

## **FEATURE XXVII – CONFERENCE CALL**

Upon the Insured's request, the Company (through the Provider) shall arrange a conference call for no more than three (3) people and a call duration of ten (10) minutes maximum. The conference call should have its reason in relation to any of the events object of this type of assistance.

## **FEATURE XXVIII – TRANSLATION OF COMMERCIAL DOCUMENTS**

If the Insured requires during the trip the translation of a commercial document from Spanish to English, French or Portuguese, the Travel Assistance shall make the arrangements to have it translated within seventy two (72) hours. The Insured shall be entitled to the translation of only one document of no longer than two thousand (2,000) words and is entitled to one service per trip. The Company/Provider shall not be held liable for the contents of the original document and/or the translation services.

## **FEATURE XXIX – COMPENSATION FOR EXPENSES INCURRED IN THE ISSUANCE OF A PROVISIONAL PASSPORT**

If the Insured's passport is lost or stolen during his/her trip, the Company (through the Provider) shall reimburse upon his/her return an amount for the expenses incurred in the issuance of a provisional Passport, up to the limit specified in the table of benefits, and provided the following conditions are met:

1. The theft or loss must have occurred during the Insured's trip.
2. The date of the theft or loss and the date of Passport request must fall within the voucher's period of coverage.
3. The Insured must submit all the documentation proving the event occurrence and the validity of the expenses incurred.
4. The Insured must report the theft or loss to the Company/Provider's Call Center within the following forty-eight (48) hours after occurrence.

## **FEATURE XXX – CONTINUITY OF MEDICAL TREATMENT IN THE COUNTRY OF ORIGIN**

For the treatment of an accident or sickness which is caused by, resulting from, or incurred or contracted during the trip; admission to the Hospital must be within twelve (12) hours after arrival and must be a continuation of medical attention sought while traveling.

## **FEATURE XXXI – TRIP CURTAILMENT**

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

## **SECTION C – ADDITIONAL CONSIDERATIONS**

### **I. REQUIREMENTS FOR THE ISSUANCE OF A NEW VOUCHER**

The confirmation of cover/voucher shall be purchased without exception before the beginning date of the Insured's trip, that is to say, it cannot be purchased while the Insured is abroad and his/her travel has begun. Notwithstanding the above, whenever the Insured extends unexpectedly his/her stay abroad, he/she may request a new confirmation of cover/voucher under the following conditions:

1. The Insured shall request the new confirmation of cover/voucher only through the Company/Provider's Call Center and report any assistance and/or services received, as well as any circumstances that could later give rise to an assistance request by the Insured.
2. The request for a new confirmation of cover/voucher must be filed before expiration of the original confirmation of cover/voucher.
3. The Insured should make all necessary arrangements in order to make the payment and be able to receive the new voucher, based on the alternatives presented by the Company (through the Provider).
4. The new confirmation of cover/voucher issued under the conditions mentioned in this clause, shall under no circumstance, and in no situation, be used to initiate or continue the treatment and/or assistance of problems that arose during the effective period of the original confirmation of cover/voucher and/or prior confirmations of cover/vouchers or before the beginning of the effective period of the new confirmation of cover/voucher, irrespective of whether the arrangements or treatments in progress were indicated by the Company (through the Provider) or by third parties.

5. In all cases, the Company/Provider is entitled to approve or reject, at its exclusive discretion, the issuance of a new confirmation of cover/voucher.

## **II. DEDUCTIBLE FEE TO BE PAID BY THE INSURED**

The assistance services may have a deductible fee to be paid by the Insured for each event occurring during the trip. The amount of this deductible fee is specified in the table of benefits/Policy. Therefore, from the total expenses accrued per event during the trip, the deductible amount shall be paid by the Insured and the difference between the amounts of the deductible fee and the maximum limit of each benefit shall be borne by the Company (through the Provider).

## **III. SUBROGATION**

Whenever the benefits covered in this master policy are also covered either totally or partially by an insurance policy or by any other means, the Insured undertakes to make all the necessary arrangements and file all the necessary claims with the insurance company or corresponding third party in order that they answer directly and in the first place to fulfill the related obligations, maintaining the applicability of the benefits granted in this confirmation of cover/voucher in excess of the payments received by the Insured from the insurers or other providers. In addition, the Company (through the Provider) succeeds by subrogation in the Insured's rights and actions, against any third party that has caused its intervention, which are irrevocably, assigned by the Insured or his/her heirs, up to the total cost of the services provided by the Company (through the Provider). The Insured undertakes and binds him/herself to formalize the subrogation or assignment in favor of the Company/Provider within forty eight (48) consecutive hours as from moment notice is given to the Insured to these effects.

## **IV. EXCEPTIONAL CIRCUMSTANCES**

If the Insured cannot follow the procedure provided for in Part VI-Section A-VI of this master policy due to difficulties in the means of communication, the Company (through the Provider) shall render its services in the shortest term possible according to the delay occurred due to such difficulties.

## **V. RESERVE**

The Company/Provider reserves the right to demand from the Insured the reimbursement of any expenses improperly incurred to deliver assistance services that were not purchased or that were delivered at a moment the voucher was not valid as established in Part VI-Section A-V and/or in a different manner than that agreed in this master policy.

## **VI. ADDITIONAL SERVICES**

In addition to the services herein described, the Company/Provider may incorporate from time to time further services that can be enquired about when purchasing the confirmation of cover/voucher. Since these additional services do not affect the product's rates, the Company/Provider reserves the right to alter, modify, cancel and/or eliminate, at its exclusive discretion, those additional services without prior notice.

## **VII. NON-CUMULATIVE SERVICES**

In no case shall the Company/Provider render travel assistance services as set forth in this master policy, or make reimbursements for expenses of any type, whenever the Insured requests or has requested assistance for the same problem and/or ailment to any other company, before, during or after having requested such to the Company/Provider.

## **VIII. STATUTE OF LIMITATIONS**

Right to any actions arising from the relationship between the Insured and the Company/Provider shall be barred after two (2) years from the date the cause of action accrues.

## **IX. DIRECT AGENTS**

Any person and/or professional designated by the Company/Provider is considered to be a direct agent of the Insured, and no remedy can be filed against the Company/Provider in relation to such designation.

**X. LIST OF APPLICABLE SERVICES**

Only those benefits explicitly stated in the enclosed table of benefits for each type of confirmation of cover/voucher, and with the scopes and limits therein indicated shall be applicable.

**XI. DECLARATION**

The purchaser of the service has analyzed and has been explained the contents and scope of the coverage hired prior to the purchase thereof, evidence of which is the sale ticket or invoice.

**XII. NOTES**

Medical Care in the United States of America: if you have been assisted by a professional, Hospital or Emergency Room in the United States, you should not be surprised to receive at your return the invoices for the charges incurred in the emergency room, X-rays, specialized studies, etc. It is a customary administrative procedure in the United States health care system to send the invoices to the patient in the first place and then to the Company (through the Provider), in this case Universal Assistance S.A. This administrative procedure may take a month or more until the invoices are sent from the hospital to our Call Center. If in the meantime you have received such invoices, please call our local representation offices to verify the status thereof on our records.

**PART VII – GENERAL EXCLUSIONS****(Applicable to All)**

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

- a. loss caused directly or indirectly, wholly or partly by:
  - i. bacterial infections or infections caused by parasites, except infections caused by pus-producing microorganisms (pyrogenic infections) which shall occur through an accidental cut or wound; (NOTE: GENERAL EXCLUSION a.1 above does not apply to Coverage B), provided that it occurs during the course of travel and is not specifically excluded under EXCLUSIONS SPECIFIC TO COVERAGE B).
  - ii. Medical or surgical treatment (except if necessary by reason of injuries covered by this master policy and performed within the period of insurance);
  - iii. AIDS or Sexually Transmitted Diseases (STD)
- b. suicide or attempted suicide (sane or insane);
- c. murder or provoked assault;
- d. loss or injury caused by war, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, strikes, riots, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, seizure, quarantine, or customs regulations or nationalization by or under the order of any government or public or local authority, sabotage, terrorism.

This exclusion shall not be affected by any endorsement, which does not specifically refer to it, in whole or in part.

- e. nuclear radiation or radioactive contamination;
- f. injury sustained while participating in professional athletics or any organized and scheduled amateur physical contact sports;
- g. injury sustained while engaging in mountaineering requiring the use of ropes or guides, skin diving employing the use of compressed cylinders, racing on wheels or horseback, skydiving from a device for aerial navigation, hang gliding (Unless such activities have been declared to and accepted by the Company, subject to additional premium payment, and affirmed by written endorsement).
- h. Cave-in of mines;
- i. Serving as officer or crew of any type of sea vessel; aircraft
- j. Dengue, Meningococcemia, Severe Acute Respiratory Syndrome (SARS), Middle East Respiratory Syndrome Coronavirus (MERS-Cov), Ebola Virus and other diseases including other widespread diseases of epidemic or pandemic proportions as declared by the Department of Health of the Philippines, World Health Organization or any institution of any recognized government anywhere in the world.

2. Treatments of the following events shall have no coverage under no circumstance:

- a. Benign diseases or minor injuries that do not prevent the Insured from carrying out his/her trip

normally.

- b. Preexisting diseases according to the definition and scope in clauses Part I Section I-5.f. and Section IX.
- c. Homeopathic and chiropractor treatments, acupuncture, physio-kinesiology therapy – outside what is expressly indicated in Part II Feature I-4; massage therapy, thermal cures, chiropody, non-conventional or alternative medicines, cosmetic or repair plastic surgery, rest cure.
- d. Treatments related to psychological disorders, mental or psychopathic diseases, diseases or accidents caused by intake of any type of drugs, narcotics, barbiturates, as well as any self medication without medical prescription, alcohol beverages, medicines without a doctor's prescription, psychoactive drugs, alcoholism, drug addiction or drug abuse; contagious infectious diseases that must be reported to Public Health Authorities in order to isolate or enter in quarantine; infections caused by Human Immunodeficiency Virus (HIV) or its varieties, including Acquired Immunodeficiency Syndrome (AIDS), and its related complex or diseases.
- e. Childbirths and pregnancies, unless there is a clear and unpredictable complication; as well as pregnancies past 25 weeks of gestation, irrespective of the reason for such treatment.
- f. Abortion, irrespective of its etiology (for example: ectopic pregnancy).
- g. Relapses and convalescence related to any illness contracted before the beginning date of the confirmation of cover/voucher or of the trip, whichever is later.
- h. Diseases or injuries caused by the Insured's extremely dangerous or risky, negligent or criminal actions, whether they are performed directly or indirectly; suicide and self-destruction attempts, self-inflicted injuries or any attempt thereof, whether or not in possession of his/her mental faculties and its consequences, Insured's suicide, carelessness, negligence, lack of skill and/or reckless attitudes while driving any type of vehicle, violating the traffic and/or safety rules, whether they are international or domestic, irrespective of whether the vehicle was being driven by the Insured or by a third party, including hired tours.
- i. Diseases or injuries resulting from treatments performed by professionals that do not belong to a medical team indicated by the Company (through the Provider) and/or medical or pharmaceutical treatments that have been initiated before the trip and bring about consequences during the travel.
- j. Consequences arising from the professional practice of any sport, or of hazardous sports (although amateur) such as scuba diving, alpinism or mountain climbing, caving, parachuting, potholing, car racing, motorcycling, boxing, polo, hang hang-gliding, skydiving, jet-skiing, water skiing and the use of water motorcycles, surfing, navigating the rapids (rafts, inflatable boats, etc.), trekking, rafting, bungee-jumping, aviation, volleyball, basketball, baseball, rugby, field hockey, ice hockey, roller hockey, ice or roller figure skating; sport and/or aerobic competitions of any type, both professional and amateur, winter sports such as ski, snowboard, etc. practiced beyond the allowed trails.
- k. Also excluded from coverage are sledges and related sliding devices, horseback riding, horse races, and bicycle races.
- l. No event arising from the taking of courses, teaching and/or training to carry out risky sports shall be covered.
- m. Consequences derived from any type of exercise or acrobatic exercises or practices or those involving extremely exceptional turns, or while taking part in trips or tours to unexplored regions; martial arts, artistic activities such as ballet, etc, not being this listing of a restrictive nature; any type of competition involving skill or speed with mechanical vehicles and exhibitions.
- n. Accidents, diseases and any situation caused by climate catastrophes of any type, unforeseeable weather catastrophes or force majeure events such as seismic events, earthquakes of any magnitude, floods, hurricanes, avalanches and other atmospheric phenomena; catastrophes caused by atomic energy.
- o. Accidents, diseases and any situation caused by acts that imply alteration of public order whatever its cause may be, declared or undeclared civil or international war; rebellion, sedition, riot, popular turmoil, invasion; hostilities (declared or undeclared war); revolution, military insurrection or usurpation of power, even joining boot camp with any armed forces of any country or international agency; vandalism, guerilla or terrorism, both individually or collectively irrespective of how it is manifested: physical, chemical or biological; mobilizations of a political or union nature, strikes, lockouts, kidnappings, duel; fight.
- p. Diseases where the immune system is compromised, whether they are a result of the disease itself or of the drugs used for its treatment; oncologic, diabetes, cardiovascular disorders including hypertension, chronic respiratory conditions, chronic kidney infections, hepatitis, and any type of endemic, epidemic and/or pandemic diseases; etc, whether or not they are known to the Insured.

- q. Chronic and/or acute diseases contracted before the travel, both their follow-up and consequences.
  - r. Diseases contracted during a travel that was against medical prescription.
  - s. Treatments undergoing any experimental or research phase without any limitation (for example: drugs, prosthesis, procedures, etc.). Therefore, the Insured should refrain him/herself from choosing to undergo it, even if the health care provider performing such treatment was hired by the Company (through the Provider).
  - t. Any type of accidents, injuries, complications or after-consequences occurred before, during or after any job assignments being performed by the Insured, even with Delegations of Companies and/or Institutions from his country of origin (labor accidents). This exclusion does not apply to those confirmations of cover/vouchers sold to companies that purchase the Company/Provider's coverage for business trips of their employees or subordinates.
  - u. The accidents that the Insured may, by act or omission, cause by criminal intent or gross negligence, or that the Insured may suffer due to a criminal act. For the purposes of this clause, "gross negligence" is the extremely negligent action committed by the Insured which, if actually committed, its result could have been anticipated by any reasonably diligent person.
  - v. Illegal acts committed by the Insured against the Law of the country where the disease or injury takes place, including driving any type of vehicle with blood alcohol levels higher than allowed.
  - w. Accidents, diseases and any event derived from the Insured's participation in the test drive of prototypes of airplanes, automobiles or other mechanical propulsion vehicles; taking part in ascents in the air (except for chair lifts or funiculars) or in underwater procedures or travels under the sea; use of airplanes, including helicopters, unless as passenger paying the ticket fare in an airplane of an airline carrier or in an airline company holding due authorization for frequent transportation of passengers, or in a helicopter operating only to and from commercial airports or heliports holding due authorization of the frequent transportation of passengers paying a fare.
  - x. Accidents, diseases and any event caused by the performance of the following professions: acrobats, divers, horse-breakers or wild beast tamer and jobs involving handling of explosives or exposure to atomic radiation.
3. Excluded from assistance coverage are the following expenses:
- a. Long term check-ups and treatments, and medical check-up consultations other than those arising from the pathology that originated the consultation and/or those related to pre-existing medical conditions (except for those confirmations of cover/vouchers expressly indicating otherwise, as per the table of benefits) or expressly excluded as provided in Part I Section IX and item 1 above, regular medical check-ups or any other test where there is no indication of health disorders.
  - b. Those visits intended to get a new medicines prescription, glasses, contact lenses, etc., due to loss, theft or forgetfulness of them; pre-school/university medical check-ups, vaccine application, disposable materials, any nursing practice (accompanying person, injection applications, nebulizations, drains, bandages, healings, glucose and blood pressure check-ups, etc.)
  - c. Costs of prostheses and orthoses of any type, orthopedic products, hearing aids, glasses, contact lenses, splints, crutches, wheelchairs, nebulizers, respirators, etc.
  - d. Hotel and transportation expenses that have not been expressly authorized by the Company (through the Provider), as well as restaurant costs.
  - e. In hospitalization cases, sundry expenses and companion costs shall not be included.
  - f. Accessories and/or elements for sport practices whether dispatched or not on the luggage deck or the aircraft or ship (e.g. golf clubs, surf boards, skies, rackets, fishing rods, etc.), transportation elements (bicycles, luggage caddies, baby strollers, etc.) as well as any type of dishware, electronic devices – whether or not they have been packed in boxes identified as such (e.g. videogames, camcorders, medical equipment, computers, etc.)
  - g. Expenses of any type incurred by the Insured due to failure to deliver services or bankruptcy of transport companies (by sea, air or land), tourism agencies or operators with whom the Insured has contracted travelling services or excursions.
4. In addition to the provisions set forth in item 1 above, the Medical Assistance coverage in Accident cases shall not apply when the injuries suffered by the Insured are caused by any of the events detailed below:
- a. Diseases of any nature, including those caused by insect's bite.
  - b. Injuries caused by the action of "X" rays and the like, and of any radioactive element, or arising from nuclear reactions, injuries caused by physical strain; insolation, sunburns, chills and remaining effects of the atmospheric or environmental conditions.
  - c. Temporary or permanent psychopathic disorders, and surgical procedures or treatments.

- d. Accidents caused by vertigo, staggers, lipothymia, convulsions or paralysis, and those occurring due to mental alienation or being drunk or when the Insured is under the effects of narcotic drugs or alkaloids.
- e. Accidents that occur while the Insured participates in races, acrobatic exercises or practices or those involving extremely exceptional turns, or while taking part in trips or tours to unexplored regions.
- f. Accidents caused by air navigation, including helicopters, unless the Insured is a passenger paying the ticket fare in an airplane or the navigation is carried out in regular airline companies duly authorized for the regular transportation of passengers that purchase a plane ticket or in a helicopter operating only to and from commercial airports or heliports duly authorized to transport on a frequent basis passengers that pay a fare.

If it is established that the reason for the travel was the treatment of an underlying illness and/or that the current treatment is in some way, whether directly or indirectly, related to a previous ailment, the Company/Provider shall be released from providing its services, by virtue of the provisions set forth in Part VI Section A-IX and Part VII-2 of this master policy. To that end, the Company/Provider reserves itself the right to analyze the connection between the current situation and the previous ailment.

## **GENERAL PROVISIONS**

### **ENTIRE CONTRACT-CHANGES**

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

### **NOTICE OF CLAIM**

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

### **CLAIM FORMS**

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

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

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

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

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

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

### **PAYMENT OF CLAIMS**

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

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

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

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

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

#### **CHANGE OF BENEFICIARY**

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

#### **SETTLEMENT OF CLAIM CLAUSE**

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

#### **MEDIATION AND ARBITRATION CLAUSE**

Should there be any dispute concerning the interpretation or implementation of any provision of this Agreement, the Parties hereto shall exert every effort to settle the dispute amicably. Should the Parties fail to reach a settlement, the differences shall be resolved by arbitration in accordance with Arbitration Law of the Philippines. The Arbitration Tribunal shall consist of three arbitrators, one to be appointed by the Claimant, one to be appointed by the Respondent, and the third to be appointed by the two appointed arbitrators. The Parties shall be bound by the decision and award of the arbitrators. This Agreement shall be governed by Philippine Laws.

#### **CANCELLATION OF THE POLICY**

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

1. non-payment of premium;
2. conviction of a crime arising out of acts increasing the hazard insured against;
3. discovery of fraud or material misrepresentation
4. discovery of willful or reckless acts or omissions increasing the hazard insured against;
5. a determination by the Commissioner that the continuation of the policy would violate or would place the Insurer in violation of this Code. (*Sec. 64, Insurance Code*).

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

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

#### **PERCENT OF ANNUAL PREMIUM**

(Applicable to Annual policies only)

- 2 months (minimum) 40%
- 3 months 50%
- 4 months 60%
- 5 months 70%
- 6 months 75%
- Over 6 months 100%

*In the event the Insured requests for the cancellation of the policy prior to start of the period of insurance appearing in the confirmation of cover, a policy cancellation fee equivalent to 40% of the premium will be charged, unless the Insured provides a valid reason, acceptable to Malayan Insurance, for cancelling the policy.*

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

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

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.

#### **CIVIL CODE ARTICLE 1250 WAIVER CLAUSE**

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

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

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

#### **IMPORTANT NOTICE**

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