



**PERSONAL ACCIDENT INSURANCE POLICY**  
*INTERNATIONAL TRAVEL*

POL065-1601-2



## **PERSONAL ACCIDENT INSURANCE POLICY**

### **INTERNATIONAL TRAVEL**

Welcome to UCPB GEN!

Thank you for choosing us to protect you and your valuable assets. By doing so, you have just acquired protection from one of the largest non-life insurance providers in the Philippines. You are assured of the highest standard in quality service from an ISO 9001:2008 certified company that has been in the business for over 50 years and has built a reputation for integrity and efficiency.

As a UCPB GEN Insured or Policyholder, you are now entitled to the protection and benefits specified in your insurance policy. Please take time to read your policy to see if it is in accordance with your requirements, if not, please return it immediately for endorsement.

UCPB GEN also offers other insurance products such as insurance for the home and offices, businesses, motor car, engineering, marine, bonds and suretyship, personal accident, casualty and liability.

If you have further questions and would like to know more about our products and services please visit our website at [www.ucpbgen.com](http://www.ucpbgen.com) or contact our Customer Services at 811-8329 or send us an e-mail at [customer\\_service@ucpbgen.com](mailto:customer_service@ucpbgen.com).

Once again, thank you for your trust and confidence. We look forward to a long and cordial business relationship with you. Your protection and peace of mind is our primary concern.

At UCPB GEN, everyday starts with  !

# **PERSONAL ACCIDENT INSURANCE POLICY**

## **INTERNATIONAL TRAVEL**

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## **PERSONAL ACCIDENT INSURANCE POLICY**

### **INTERNATIONAL TRAVEL**

**WHEREAS THE INSURED**, by his corresponding proposal and declaration, and which shall be the basis of this Contract and deemed incorporated herein, has applied to the Company for the insurance hereinafter contained, subject to the payment of Premium as consideration for such insurance.

#### **NOW THIS POLICY WITNESSETH:**

That, in respect of events occurring during the period of insurance, and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms and Conditions of this Policy), the Company will immediately provide the Insured, the benefits / assistance specified under the Policy Schedule for mishaps that occur due to unforeseen incidents during travels outside his Usual Place or Country of Residence, provided that such occurrence does not take place outside the specified geographical boundaries and prescribed travel duration or Period of Insurance as indicated in the Policy Schedule. The scope of this Policy becomes void when the travel causing the acquisition of this Policy ends and/or the Insured arrives at his Usual Place or Country of Residence – whichever comes first.

A Policy on a per travel cover shall be valid within the Period of Insurance indicated in the Policy Schedule for a maximum period of 90 days per travel or exceptionally, up to a maximum of 180 consecutive days when this option is chosen and contracted by the Insured.

An annual multi- trip Policy shall cover more than one travel provided that each travel shall not exceed 180 consecutive days.

An annual trip Policy shall cover 365 consecutive days for Office Based Training and purposes and Students.



## SECTION I: ACCIDENTAL DEATH / DISABLEMENT

In the event that during the Period of Insurance, the Insured sustains Accidental Bodily Injury and such injury shall within one (1) year from the date of the accident solely and independently of any other causes, result in the Insured's Death or Disablement, the Company will pay compensation for the benefits as follows:

<b>Schedule of Benefits and Compensation</b>	
<b>Benefits</b>	<b>Compensation</b>
1. Loss of life	100%
2. Loss of two limbs by physical separation at or above the wrist or ankle	100%
3. Total and irrevocable loss of sight of both eyes	100%
4. Loss of one limb accompanied by the loss of one eye	100%
5. Permanent total disablement (other than as defined in Benefits 2, 3 and 4 above) from engaging in any employment or occupation or profession	100%
6. Loss of one limb by physical separation at or above the wrist or ankle or the total and irrevocable loss of sight of one eye	50%
7. Temporary total disablement from engaging in such Life Insured's usual profession or occupation	0.60% per week up to a limit of US\$1,000 per week
8. Temporary partial disablement from engaging in such Life Insured's usual profession or occupation	0.20% per week up to a limit of US\$333 per week

Provided that:

- (a) Payment shall not be made under more than one of Benefits 1 to 8 in respect of the same injury except in the case of Benefit 8 following upon or preceding Benefit 7.
- (b) No payment shall be made under any of Benefits 1 to 6 unless the death or loss referred to shall occur within three calendar months of aforesaid Bodily Injury, or



under Benefit 7 or 8 unless disablement referred to shall arise within three calendar months of aforesaid Bodily Injury.

- (c) Benefits 7 and 8 either combined or separately shall not be payable for a period longer than 52 weeks from the commencement of such disablement.
- (d) Benefits 7 and 8 shall not be payable in respect of any Life Insured who is not gainfully employed at the time of the aforesaid Bodily Injury.

## **SECTION II: ACCIDENTAL BURIAL BENEFIT**

This covers the cost of funeral and burial expenses to be incurred at the Insured's Usual Place or Country of Residence if death occurs due to an accident while traveling.

## **SECTION III: PERSONAL LIABILITY**

The Company, will in respect of accident occurring anywhere within the geographical boundaries stated in the Policy Schedule, hereto indemnify the Insured against all sum for which the Insured shall become liable to pay as compensation for the following which are caused by or through the fault or negligence of the Insured.

1. Death or Bodily Injury to and disease or sickness of any person not being a member of the Insured's family or household nor a person who at the time of the accident is engaged in and upon the service of the Insured.
2. Damage to property other than the property belonging to or used by or in the custody or control of the Insured or a member of the Insured's family or household or a person in the service of the Insured or upon which the Insured or his servants are or have been operating.

This cover is subject to the limit and deductible indicated in the Policy Schedule.

## **EXCEPTIONS TO SECTION III**

The Company shall not be liable to pay for:

1. Claims in respect of liability of the Insured under any contract or agreement;

2. Claims arising out of accidents occurring in, on or about any premises owned and/or occupied by the Insured;
3. Claims arising out of or incidental to the Insured's business trade or profession;
4. Claims resulting from the Insured's hunting or shooting or engaging in the use of any air or water-borne craft, animal drawn or motor-driven vehicle;
5. Claims made or brought against the Insured by any person or dependent under any Workmen's Compensation or Employer's Liability Act;
6. Claims for compensation of death, bodily injury, disease or sickness, or damage to property caused intentionally by or at the direction of the Insured or any other person entitled to indemnity under this Policy;
7. Losses, damages or injuries occurring within the Insured's Usual Place of Residence.

## **SECTION IV: TRAVEL ASSISTANCE SERVICES**

The Company will provide these benefits only when the Insured is travelling outside the Usual Country of Residence, up to a maximum of 180 consecutive days when this option is chosen and contracted by the Insured.

### **1. Personal Assistance**

#### **1.1. Medical expenses and hospitalization abroad**

In the event of illness or injury of the Insured occurring outside the Usual Country of Residence, The Company will meet the usual, customary, necessary and reasonable costs of hospitalization, surgery, medical fees and pharmaceutical products, prescribed by the attending doctor.

The Company's medical team will maintain the telephone contacts necessary with the center and with the doctors attending to the Insured to supervise the provision of proper health care.

## **1.2. Terrorism and Sabotage Endorsement on Medical Expense**

Subject to exclusions, limits and conditions hereinafter contained, this insurance insures bodily injury sustained by the Insured occurring during the period of this Policy caused by an act of Terrorism or Sabotage, as herein defined.

For the purpose of this Insurance:

- An Act of Terrorism means an act or series of acts, including the use of force or violence, of any person or group (s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
- An act of Sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This insurance excludes any bodily injury sustained by the Insured:

- Acts of terrorism or sabotage occurring in other countries.
- Caused by measures taken to prevent, suppress or control actual or potential terrorism or sabotage unless agreed by the Company in writing prior to such measures being taken.
- Arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused, directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.
- Arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.

This cover is subject to a limit specified in the Policy Schedule.

## **1.3. Emergency dental care**

As necessary, the Company will provide the Insured with the dental assistance required abroad, restricted to the treatment of pain, infection and removal of affected tooth.

This cover is subject to a limit of US\$200.



#### **1.4. Long distance medical information service**

Medical information will be provided to the Insured by Company's doctor upon request. The service is not to be considered in any case as a diagnosis but a connection service.

#### **1.5. Medical referral / appointment of local medical specialist**

Through the Company call center, the Insured shall be given access and be referred to any agreed international network of medical centers or practitioners.

#### **1.6. Delivery of medicine**

The Company will take charge of delivering the medicines prescribed urgently by the Insured's attending doctor during the trip and which cannot be found in the place where he/she has travelled to or be replaced by medicines that have a similar composition.

Under no circumstances will the Company pay the cost of the medicines.

#### **1.7. Transport or repatriation in the event of illness or accident sustained by the Insured during the course of a trip**

In the event of an accident or sudden illness sustained by the Insured, the Company will take charge of transferring the Insured to a properly equipped medical center or repatriate him to his Usual Place or Country of Residence.

The Company, through its medical team, will decide on which medical center to transfer the Insured or if repatriation is necessary, depending on the situation or the gravity of the Insured's state or condition.

The Company's medical team shall maintain the necessary communication with the medical center and the attending doctors; and on the basis thereof decide whether to transfer or repatriate the Insured using the most suitable means of transport.

For minor or less serious accidents or illness, which in the opinion of the medical team, do not require repatriation, the transfer will be made through an ambulance or another means of transport to the place where adequate medical assistance can be provided.



### **1.8. Repatriation of mortal remains**

In the event of the death of the Insured, the Company will make the necessary arrangements for his/her transport or repatriation and will pay for the cost of the transfer expenses to the place of interment, cremation or funeral ceremony at his/her Usual Country of Residence.

The payment of expenses for interment, cremation or funeral ceremony is excluded from this cover.

### **1.9. Repatriation of the immediate family member travelling with the Insured**

Should the Insured be hospitalized due an accident or sudden illness for more than five (5) days or in the event of the Insured's death, the Company will pay the cost of repatriation of one (1) immediate family member accompanying or traveling with the Insured at the time of the said event; provided that the said immediate family member has the same Country of Residence as the Insured and is unable to travel on his own means of transport or the means of transport used for the initial trip.

### **1.10. Escort of dependent child**

If a child under 15 years of age is traveling with the Insured and there is no other person to take care of him, the Company will provide for a suitable person to look after the said child during the trip to the hospital where the Insured is hospitalized or to the Insured's Usual Country of Residence.

### **1.11. Travel of one immediate family member**

In the event that the Insured should be admitted to a hospital for more than five days as a result of an accident or illness covered in the Policy, the Company will take charge of the transfer of an immediate family member from the Usual Country of Residence of the Insured, at the latter's choice, including paying for the cost of travel to and from the place of hospitalization and the accommodation expenses there, up to a limit of US\$100 per day up to a maximum of US\$1,000.

### **1.12. Emergency return home following death of a close family member**

When the Insured has to curtail his/her journey because of the death of an immediate family member (up to second degree consanguinity and affinity), the Company will pay for the cost of the travel to his/her Usual Country of



Residence, whenever he/she is unable to travel by his/her own means of transport or the means of transport hired for the trip.

The Insured shall furnish the necessary evidence, documents or certificates of the event, such as a death certificate, which caused the travel to be cut short.

#### **1.13. Relay of urgent messages**

The Company will take charge of relaying to concerned parties urgent messages about the Insured on any events covered in the Policy.

#### **1.14. Connection services**

While traveling abroad, the Insured is entitled to contact with the Company in order to obtain miscellaneous services such as car rental and reservation, and legal and administrative information and referral in the country where he is located.

Any other miscellaneous service required by the Insured that are not covered by the Policy will be for the Insured's personal expense.

#### **1.15. Advance of bail bond**

The Company will advance funds for any legal bond required on behalf of the Insured up to US\$1,000.

The Insured will be required to repay any sum advanced within 45 days upon return to the Usual Country of Residence. The Company will require valid credit authorization prior to any fund advance related to such fund advance.

### **2. Cancellation**

#### **2.1. Trip cancellation**

The cover relating to trip cancellation expenses comes into force at the time that the Company receives notification of inclusion of the Insured, and ends the moment the trip begins (or when the Insured boards the means of transport used for the trip).

This cover is valid only if the Policy is secured at the same time or up to a maximum of three (3) days from the date of booking of the trip or issuance of the ticket. In all circumstances, such should be prior to departure.



The Company will reimburse the cost of the non-refundable travel cancellation expenses charged to the Insured and invoiced to him/her in application of the general conditions of sale of his/her provider up to the limit stipulated in the Policy Schedule, provided that he/she cancels the trip before the scheduled departure and the cause of cancellation is one of the following:

- (a) Serious illness, serious bodily accident, or death, sustained by the Insured or his/her immediate relatives as defined in the present Travel Insurance General Conditions.
- (b) Notification to appear as party, witness or jury of a Court, unless there had been knowledge thereof prior to contracting the trip. The Insured shall furnish the Company with an original copy of the court or administrative notification.
- (c) Serious damage caused by fire, explosion, robbery or by force of nature, in his/her Usual Place of Residence or in his/her own or rented business premises, which rendered the said premises uninhabitable or under serious risk of greater damage.
- (d) Professional, non-disciplinary, dismissal of the Insured. In any case, this Policy must have been signed before the worker was notified by the Insurer.
- (e) Travel Cancellation of the person who is to accompany the Insured on the trip, registered at the same time as the Insured, and Insured by this same Policy, provided that the cancellation stemmed from one of the causes listed above. The maximum number of persons covered by this clause is four (4).
- (f) Forced unemployment of the Insured due to partial or complete closure of the company where the Insured is employed. A condition is that the Insured became unemployed after the insurance was taken out. This cover shall not apply to self-employed persons.
- (g) Compulsory quarantine, jury service or witness summons applying to the Insured, a legal business partner, a Relative with whom the Insured was to travel requiring appearance during the period of insurance coverage.
- (h) For medical reasons, failure to have the inoculation required for a destination. If the inoculation is not possible due to the Insured's pregnancy, the indemnification of the cancellation costs can only take



place if the Insured, at the time of booking the trip, was not, and could not have been, aware of the pregnancy.

The Insured is obliged to notify his/her travel provider and the Company of the cancellation of the trip as soon as he/she has knowledge of the event causing it. The Company will be exempted from compensating the expenses or penalties in the event of failure to fulfill this obligation.

In order to claim compensation for this cover, the Insured must submit the following documents:

- (a) Copy of the document vouching for the occurrence of the accident such as medical report or death certificate, fire fighters' report, complaint reported to the Police, Notification of Claim, etc. These documents must reflect the date of the occurrence (admission to hospital, death, and accident), the diagnosis or type of damage, the clinical or background history, and the treatment prescribed.
- (b) Original copy of the invoice and/or receipts from paying the travel agency for the trip, and a copy of the travel voucher issued by the travel agency.
- (c) A copy or photocopy of the cancellation expenses invoice by the airline company to the travel agency, and a copy of the general conditions of sale of the airline company.
- (d) The original cancellation document issued by the travel agency, as well as the cancellation expenses invoice or payment slip thereof. This cover is subject to the limit indicated in the Policy Schedule.

## **2.2. Reimbursement of forfeited holidays / trip curtailment**

This cover comes into force from the time of departure (or when the Insured boards the means of transport used for the trip) and terminates when the covered travel ends. This cover is valid only if the Policy is secured at the same time or up to a maximum of three (3) days from the date of booking of the trip or issuance of the ticket. In all circumstances, such should be prior to departure.

The Company will reimburse the Insured, up to the limit specified in the Policy Schedule, for the proportional part of the value of the journey forfeited (which are non-refundable). For this purpose, the travel must have been cut short for one of the following causes:



- (a) Serious illness, serious bodily accident or death sustained by the Insured and the person in charge of the under-age or disabled children, during the trip, in the Usual Place of Residence.
- (b) When the Insured has to cut short his/her journey because of the death, accident or serious illness of a family member or relative, the Company will pay for the cost of the travel to Usual Country of Residence or to the place of interment in the Usual Place of Residence, whenever he/she is unable to travel by his/her own means of transport or the means of transport hired for the trip. The Insured shall furnish the necessary evidence, documents or certificates of the event, such as a death certificate, which caused the travel to be cut short.
- (c) For emergency travel to the Usual Country of Residence in the event of a burglary in which doors or windows were forced, fire or explosion in his/her Usual Place of Residence or owned or rented business premises which rendered the said premises uninhabitable or under serious risk of greater damage whenever he/she is unable to travel by his/her own means of transport or the means of transport hired for the trip.

The Insured shall furnish the vouchers or certificate of the event that caused the journey to be cut short (fire fighters' report, report to the police, Notification of Claim).

This cover is subject to the limit specified in the Policy Schedule.

### **2.3. Specific exclusions on cancellation and curtailment**

In addition to the General Exclusions to all the guarantees of this Policy described in Article 4 of the General Conditions, travel cancellations are not guaranteed when they are brought about by:

- (a) An aesthetic treatment, a cure, a travel or vaccination contraindication, if it is impossible to continue in certain destinations the preventive medical treatment advised
- (b) Epidemics
- (c) Failure to furnish, for any cause, the documents indispensable for any travel, such as Passport, Visa, tickets, Identity Card or vaccination certificates
- (d) Non-emergency dental treatments and rehabilitation treatments



- (e) Illnesses sustained by persons aged more than seventy-five years (75) old
- (f) Travel arrangements made more than three days before taking out the insurance
- (g) Mental or nervous illness or anxiety
- (h) Expense arising from illness or injury where the Insured:
  - i. Is proposing to travel against a doctor's advice;
  - ii. Is receiving, or is on a wait list for in-patient treatment in a hospital or nursing home;
  - iii. Has received a terminal prognosis.
- (i) Any claim relating to a medical condition for which the Insured received treatment in the 12 months prior to arranging cover
- (j) Any amount recoverable from a travel agent, tour operator, carrier or any other source
- (k) Pregnancy or childbirth
- (l) Insured failing to allow sufficient time to reach his/her departure point from Usual Place of Residence in time

### **3. Delayed Departure**

#### **3.1. Outbound and inbound flights**

When the departure of the means of public transport contracted by the Insured for travelling is delayed by at least eight (8) hours, the Company, shall reimburse:

- (a) The cost of the additional expenses (transport and hotel accommodation as well as meals) incurred as a result of the delay.
- (b) Such payment will be made upon presentation of the relevant original invoices up to the limit specified Policy Schedule.

This cover duly excludes any delay that is a direct consequence of a strike called by employees belonging to the airline company and/or the departure or arrival airports for the flight, or to service companies subcontracted by the same.



Also excluded from this guarantee are those delays that occur on charter or non-regular flights.

### **3.2. Conditions and limitations applicable to delayed departure**

- (a) The Insured must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this Section of the Policy.
- (b) Claims under this Section shall be calculated from the actual time of departure of the conveyance on which the Insured was booked to travel, as specified in the booking confirmation.

### **3.3. Travel misconnection**

In the event that the Insured's confirmed onward travel connection from the departure point nearest the usual place to the destination overseas, and while overseas during return journey to Usual Place of Residence, is missed at the transfer point due to the late arrival of the Insured's incoming confirmed connecting scheduled conveyance and no onward transportation is available to the Insured within twelve(12) consecutive hours on his arrival, the Insurer will pay up to the limit specified in the Policy Schedule.

This benefit is payable only once, each way, whether outbound or inbound, from or to, the Philippines

***Note: The Insured may claim only once for each of the delayed travel benefits above (Flight Delay and Travel Misconnection for every single trip from Home Country to Country of Final Destination and vice versa).***

## **4. Coverage for Baggage**

The guarantees relating to baggage and personal possessions that belong to the Insured are those listed in this section, and will be provided according to the conditions set out below.

In all cases, the original certificate of the carrier or complaint, reporting the occurrence of the loss/accident must be furnished.

### **4.1. Delay in the arrival of luggage**

The Company covers the minimum delay of 6 hours in the arrival of registered and tagged luggage on an IATA Member Airline in the event the



luggage was registered, up to the limit specified in the Policy Schedule, for the purchase of articles of basic necessity.

All such claims shall be accompanied by documents duly certified by the Airline attesting to the occurrence of the event.

#### **4.2. Compensation for in-flight loss of baggage checked-in**

In excess of the limit for which the carrier is liable, the Company will supplement the compensation up to limit of US\$ 1,200, for the collection of baggage and possessions checked in by the Insured, in the event of loss during the carriage by air performed by the carrier company, for the purpose of which the Insured shall furnish a list of the contents including the estimated price and date of purchase of each item, subject to limit of US\$150 for any one item, as well as the settlement of the compensation payment by the carrier. Compensation payment for loss will be calculated according to the procedures recommended by international carriage by air organizations.

The minimum period of time that must elapse for the baggage to be considered to have been lost once and for all will be that stipulated by the carrier company, with a minimum of 21 days.

Money, jewelry, debit and credit cards, and any type of document are excluded from this guarantee.

#### **4.3. Location and forwarding of baggage and personal effects**

The Company will furnish the Insured with advice on the reporting of the robbery or loss of his/her baggage and personal possessions, and will collaborate for arrangements in locating them.

In the event that the aforesaid possessions should be recovered, the Company will take charge of forwarding them to the place of the trip planned by the Insured or to his/her Usual Country of Residence.

In this event, the Insured is under an obligation to return the compensation received for the loss in accordance with this Policy.

#### **4.4. Loss of passport, driving license, national identity card abroad**

In the case of loss of the Insured party's passport, driving license, national identity card while abroad, the Company will take charge of the expenses of the displacements necessary for obtaining a new passport, driving license, national identity card or equivalent consular document, up to US\$250.



## **SCOPE OF COVER OF THE TRAVEL ASSISTANCE SERVICES**

The Insured may request the international information services from any country in the world where he is staying, as well as from the Usual Country of Residence, for a maximum period of 90 days per trip or exceptionally up to a maximum of 180 consecutive days when this option is chosen and contracted by the Insured.

## **EXTENSION OF COVER**

### **1. Exposure and Disappearance**

In the event the Insured's body is not found within two (2) years from the date of the disappearance, sinking or wrecking of the aircraft or other conveyance used when the Insured was traveling; and it is reasonable to believe that the Insured has died as a result of bodily injury caused by the accident, the Death benefit shall be payable subject to a signed undertaking that if such belief is subsequently proven wrong, such benefit shall be refunded to the Company.

### **2. Hijack**

Accidental bodily injury sustained as a direct result of unlawful seizure or wrongful exercise of control of an aircraft, vessel or public conveyance will be covered under the terms of the Policy.

### **3. Drowning or Suffocation**

Accidental bodily injury sustained as a result of drowning or suffocation by poisonous fumes, gas or smoke will be covered provided that such injury did not arise out of or in connection with the Insured's own willful or intentional act.

### **4. Riot and Civil Commotion**

Accidental bodily injury sustained, as a direct result of strike, riot and civil commotion will be covered provided that the Insured is not an active participant of such activities.



## 5. Motorcycling

Accidental bodily injury sustained by the Insured while engaging in motorcycling (including pillion riding) will be covered provided that the Insured is not engaging in speed trials, competitions, pace making or racing of any kind.

## LIABILITY CONDITIONS

1. In the event of any claim, the liability of the Company shall be conditional. The Insured may claim indemnity or benefit after complying with the terms of this Policy.
2. In the event of a claim under this Policy, the Insured shall:
  - (a) Take all reasonable precautions to minimize the loss.
  - (b) As soon as possible, notify the Company about of the claim.
  - (c) Freely provide the Company with all relevant information.
  - (d) Make no admission of liability or offer of promise or repayment of any kind.

## GENERAL EXCLUSIONS

This Section defines the areas where the Company shall not be liable under any Section of this Policy.

1. On a general basis for all the guarantees and coverage, the consequences of the following are excluded from the guarantee object of this Policy:
  - (a) Those caused directly or indirectly by the bad faith of the Insured, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions. The consequences of the actions of the Insured in a state of derangement or under psychiatric treatment are not covered either.
  - (b) Extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and



aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.

- (c) Events arising from terrorism, mutiny or crowd disturbances.
- (d) Events or actions of the Armed Forces or Security Forces in peacetime.
- (e) Wars, with or without prior declaration, and any conflicts or international interventions using force or duress.
- (f) Those derived from radioactive nuclear energy.
- (g) Those caused when the Insured takes part in bets, challenges or brawls, save in the case of legitimate defense or necessity.
- (h) Illness or injuries existing prior to the claim, unless expressly included in the Private or Special Conditions and subject to payment of the relevant surcharge premium.
- (i) Those that occur as a result of the participation by the Insured in competitions, sports, and preparatory or training tests.
- (j) Engaging in the following sports: motor racing or motorcycle racing in any of its modes, big game hunting outside European territory, underwater diving using artificial lung, navigation in international waters in craft not intended for the public transport of passengers, horse riding, climbing, pot holing, boxing, wrestling in any of its modes, martial arts, parachuting, hot air ballooning, free falling, gliding and, in general, any sport or recreational activity that is notoriously dangerous.
- (k) Participation in competitions or tournaments organized by sporting federations or similar organizations.
- (l) Skiing and/or similar sports, unless coverage for it has been expressly agreed.
- (m) The use, as a passenger or crew, of means of air navigation not authorized for the public transport of travelers, as well as helicopters.

- (n) The accidents deemed legally to be work or labor accidents, consequence of a risk inherent to the work performed by the Insured.

Work/Labor accidents are not covered, except in the performance of activities that represent no risk for the physical integrity and/or health of the worker.

2. In addition to the previous exclusions, the following benefits are not covered by this Insurance Policy:

- (a) The services arranged by the Insured on his/her own behalf, without prior communication or without the consent of the Company except in the case of urgent necessity. In that event, the Insured must furnish the Company with the vouchers and original copies of the invoices.
- (b) Illnesses or injuries arising from chronic ailments or from those that existed prior to the inception date of the Policy.
- (c) Death as a result of suicide and the injuries or after-effects brought about by attempted suicide.
- (d) Those derived from illnesses or pathological states caused by the voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without medical prescription, as well as any kind of mental illness or mental imbalance.
- (e) Those derived from renunciation of or delay, on the part of the Insured or persons responsible for him/her, in the transfer proposed by the Company and agreed by its medical service.
- (f) Rehabilitation treatments.
- (g) Prostheses, orthopedic material or orthesis and osteosynthesis material, as well as spectacles.
- (h) Those derived from pregnancy and childbirth, or for a complication therefore or voluntary termination of pregnancy.
- (i) Those derived from baggage that is not sufficiently well packaged or identified, as well as fragile baggage or perishable products.
- (j) Assistance or compensation for events that occurred during a trip that had commenced, in any of the following circumstances:
  - i. Before this Insurance Policy comes into force.



- ii. With the intention of receiving medical treatment.
  - iii. After the diagnosis of a terminal illness.
  - iv. Without prior medical authorization, after the Insured had been under treatment or medical supervision during the twelve months prior to the start of the trip.
- (k) Expenses that arise once the Insured is at his/her Usual Country of Residence, Philippines, those incurred beyond the scope of application of the guarantees of the insurance, and, in any case, after the dates of the travel object of the Policy have elapsed or after 90 days has elapsed since the start thereof and exceptionally up to a maximum of 180 consecutive days when this option is chosen and contracted by the Insured, notwithstanding what is provided for in the Additional Clauses or in the Private or Special Condition.
3. The Company is exempt from liability when, as a result of force majeure, it is unable to put into effect any of the benefits specifically indicated in this Policy.

## CONDITIONS APPLICABLE TO ALL SECTIONS

### 1. Observance of Terms

The due observance and fulfillment of this Policy insofar as they relate to anything to be done by the Insured and the truth of the statements / information indicated in the Application Form shall be the conditions precedent to any liability of the Company to make any payments under the Policy.

### 2. Qualifying Age

The Policy covers any person between the ages of eighteen (18) to seventy-five (75). For Family Cover, the children should be below 18 years and permanently residing with the Insured.

## CHANGES IN POLICY CONDITIONS

None of the provisions, conditions and terms of this Policy shall be waived or altered except by an Endorsement signed or initialed by an authorized official of the Company and in accordance with the provisions of Section 50 of the Insurance Code as amended.



## NUCLEAR EXCLUSION CLAUSE

1. This Policy does not cover:
  - (a) Loss or destruction of, or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss.
  - (b) Any legal liability of whatsoever nature, directly or indirectly caused by, or contributed to by, or arising from, ionizing radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, only combustion shall include any self-sustaining process of nuclear fission.
2. The indemnity provided by this Policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to, by, or arising from, nuclear weapons material.

## CIVIL CODE ARTICLE 1250 WAIVER CLAUSE

IT IS HEREBY DECLARED AND AGREED that the provisions of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads:

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

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

## SHORT PERIOD RATE SCALE

It is hereby declared and agreed that, in the event where an annual Policy is surrendered by the Insured for cancellation because he was not able to travel from the effective date of the Policy, the Company shall retain a premium in accordance with the following scale for the time the Policy has been in force:

No. of Month/s	1	2	3	4	5	6	7	8	9	10	11
Percentage (%)	20	30	40	50	60	70	75	80	85	90	95

The cancellation of a Policy on a per trip cover is not allowed.

## **DEFINITIONS**

### **Policy**

The document containing the conditions regulating the insurance. The Application for Insurance, General Conditions, the Specific Conditions that individualize the risk, and the Special Conditions, where appropriate, form an integral part of the Policy. The Endorsements issued thereto in order to supplement or alter it shall also form part of the Policy.

### **Insured**

The natural person identified in the Specific Conditions of the Policy, and who is entitled, where applicable, to the rights derived from the Policy.

### **Immediate family member**

The spouse, children (aged 18 years or less) or parents of the Insured.

### **Relatives**

For the effects of this Policy, relatives shall be taken to refer solely to spouses, common-law partners, children, parents, grandparents, grandchildren, siblings, and parents-in-law, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law of the Insured, save specific provisions of each Cover. Likewise, the Insured's legal guardians shall be included in this definition.

### **The Company / Insurer**

UCPB General Insurance Co., Inc., in its capacity as Insurer, issues the policy, collects the premium and ensures the coverage of the risks are in accordance with the conditions of the Policy.



## **Usual Country of Residence**

The Philippines. Also the country where the Policy is issued.

## **Usual Place of Residence**

The locality where the Insured usually resides, which, except for an express indication in the Policy Schedule, should of necessity be in the Philippines, and to where the emergency repatriations and returns envisaged in this Policy will be made.

## **Territory**

Geographic area where the covered trip of the Policy takes place.

## **Geographical boundaries**

All countries outside the Philippines

## **Beneficiary**

For the effects of Personal Accident coverage, the person or persons to whom the Insured, acknowledges the right to receive, in the appropriate amount, the compensation arising from the aforesaid coverage provided by this Policy. Should no one have been specified, the compensation will form part of the assets of the Insured.

## **Limit**

The amount set forth in the Policy Schedule of the Policy, and which represents the maximum benefit (financial, temporary or another kind) covered under each guarantee. Except as expressly indicated to the contrary, the financial limits are expressed in US Dollars and the US\$ symbol may be used.

## **Amount Insured**

The amount set forth in the Policy Schedule of the Policy, and which represents the maximum value of the compensation for each of the guarantees. Except as expressly indicated to the contrary, the Sum Insured is expressed in US Dollars and the US\$ symbol may be used.

## **Premium**

The price of the insurance that the Insured must pay the Insurer in consideration for the coverage of the risks provided for him/her by the latter, the receipt for which



will include, moreover, the surcharges and taxes legally applicable. Except as expressly indicated to the contrary, it is expressed in US Dollars and the US\$ symbol may be used.

### **Loss/Accident**

Any event whose consequences are totally or partially covered by this Policy. The collection of damages arising out of one event constitutes one loss/accident.

### **Robbery**

Appropriation of other people's property by violence or intimidation to persons, or violence to things.

### **Illness**

Any deterioration in health diagnosed and confirmed by a duly licensed doctor during the Period of Insurance and which is not comprised of either of these two groups:

(a) *Congenital disease*

Diseases that exist at the moment of birth as a consequence of hereditary factors or complaints acquired during pregnancy.

(b) *Pre-existing disease*

Diseases that the Insured suffered prior to the date of taking out the insurance.

### **Serious illness**

Deterioration in health that requires admission to hospital and which, in the opinion of the Company's medical team, prevents the Insured from starting the trip or from continuing with it as scheduled, or which involves risk of death.

### **Accident**

The bodily injury sustained during the Period of Insurance, which is derived from a violent, sudden, external cause and one that is not intended by the Insured. The following will also be construed to be accidents:



- (a) Asphyxia or injuries as a consequence of gases or vapours, immersion or submersion, or from the consumption of liquid or solid matter other than foodstuffs.
- (b) Infections resulting from an accident covered by the Policy.
- (c) Injuries that are a consequence of surgical operations or medical treatments resulting from an accident covered by the Policy.
- (d) The injuries sustained as a result of self-defense.

### **Serious accident**

An accident which, in the opinion of the Company's medical team, prevents the Insured from starting the trip or continuing with it as scheduled, or which involves risk of death.

### **Bodily injury**

Bodily injuries or death, caused to natural persons.

### **Damages**

The deterioration or destruction of inanimate objects and damages caused to animals.

### **Losses**

The financial losses caused as a direct result of an identifiable bodily injury or material damage sustained by the claimant.

### **Osteosynthesis material**

Parts or pieces of metal or of any other kind used to join together the ends of a fractured bone, or to knit together the tips of joints, by surgical operation and which can be reused.

### **Orthopedic material or orthesis**

Anatomical parts or items of any kind used to prevent or correct temporary or permanent deformations of the body (walking sticks, cervical collar, and wheelchair).



## **Prosthesis**

These are deemed to be any item of any kind that temporarily or permanently replace the lack of an organ, tissue, organic fluid, member or part of any of them. By way of an example, mechanical or biological items such as cardiac valve parts, joint replacements, synthetic skin, intraocular lenses, biological materials (cornea), fluids, gels and synthetic or semi synthetic liquids that replace organic humours or liquids, medicine reservoirs, mobile oxygen therapy systems, etc.

## **Forfeited Travel**

The part or portion of the value of the travel forfeited.

## **Valuable Article**

Any article, goods or personal belongings with value greater than US\$500.

## **Valuable Document**

A valuable document such as money, cheques, bank cards and travel documents.

## **Common Carrier / Means of Transport**

The common carrier / means of transport hired to carry out the trip covered by this insurance and will remain limited to the plane, ship, train, or coach, including when going into and going out of the above mentioned way of transport.

Equally there remains covered, the Accident by way of public transport (limited to taxi, rent car with driver, tramway train, bus, train, underground train) during the direct route between the point of departure or arrival (domicile or hotel) up to the end of the trip (station, airport, port).

## **CLAIMS PROCEDURE**

A written notice must be submitted to the Company within 30 days after the occurrence of any event that will likely result in a claim. All claims must be substantiated with receipts, police reports or statutory declarations, where appropriate. All information or evidence required by the Company shall be furnished at the expense of the Insured or his legal representatives.

The Insured shall submit at his own expense to any medical examination required by the Company to support any claim for bodily injury or illness. In the event of death, the



Company reserves the right to arrange for a post-mortem examination at its own expense.

If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made, this Insurance Policy shall be void and no claim shall be payable.

## **REIMBURSEMENT PROCEDURE**

In case of emergency, where the Insured was hospitalized or has availed of medical services due to accident / sickness and paid for the services rendered by the doctor or emergency clinic, he can file for reimbursement provided the following conditions are met:

1. The Insured called the hotline to advice about the emergency consultation / confinement.
2. Documents to be submitted:
  - (a) Medical report from the hospital / attending doctor (indicating the date of illness / accident, hospital details, brief clinical history and pertinent findings, final diagnosis, procedures done, and hospital statement of account);
  - (b) Original invoices and receipts;
  - (c) Accomplished Claims Form;
  - (d) Photocopy of passport showing departure and arrival at the Usual Country of Residence;
  - (e) Photocopy of Travel Insurance Policy and Official Receipt.

## **LEGAL PROCEEDING**

The parties hereto agree that the Laws of Philippines shall govern and control in the event of any conflict or dispute between the parties with regard to the Plan and that the parties submit themselves to the exclusive venue and jurisdiction of the courts of the Philippines for the resolution of any conflict or dispute.



## 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.

In Witness Whereof, **UCPB GENERAL INSURANCE COMPANY , INC.** has caused this Policy to be signed by its duly authorized representative officer in Makati City, Philippines on the date of issuance stated in the Policy Schedule.

**UCPB GENERAL INSURANCE COMPANY, INC.**

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Authorized Signatory



**UCPB GEN**

*Personal Accident Insurance Policy: International Travel*