

LIMITS OF COVERAGE

1. The conditions to cover Annual and Single Trip Policies shall be as follows (and if not met shall result in the Insured, Insured Spouse and Insured Dependent Children not being covered for the Trip in question):
 - a. For both Annual Policies and Single Trip Policies, Dependent Child shall only be covered if he is accompanied by the Insured or the Spouse on a Trip.
 - b. For Annual Policies, Dependent Relatives shall only be covered if she is accompanied by the Insured on a Trip.
 - c. For Annual Policies, the Spouse shall be covered for any Trip made independently of the Insured. For Single Trip Policies, the Insured Spouse shall only be covered for a Trip if the Insured is also making a Trip to the same destination (whether or not they travel together) within the Period of Insurance.
2. For the avoidance of doubt, if by operation of this clause, the Insured Spouse and/or Insured Dependent Children or Relatives are not covered for the Trip in question, there shall be no refund or reduction of premium.
3. Any cover under this Policy in respect of an Insured shall terminate on the earliest of the following events:
 - a. Upon the expiry of any Period of Insurance during which the Insured ceases to satisfy any of the eligibility requirements set out herein;
 - b. Upon the death of the Insured.
4. Unless otherwise provided in an appropriate endorsement, the Insured shall only be covered:
 - a. If this Policy is an Annual Policy: for the first ninety (90), one hundred twenty (120), one hundred eighty (180) per trip for Annual multi trips or three hundred sixty five (365) consecutive days depending on the plan bought by the Insured.
 - b. If this Policy is a Single Trip Policy: up to a maximum of one hundred eighty (180) consecutive days of any Trip or up to the date stated in the Certificate of Insurance, and Prudential Guarantee shall not be liable in respect of any loss occurring after 12.01 a.m. on the one hundred eighty first (181st) or day after the commencement of any Trip.

EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not cover loss, injuries or damage caused by or resulting from or contributed to by the following:

- a. War (whether declared or not), invasion, act of foreign enemies, civil war, revolution, insurrection, civil commotion, popular rising against the government, riot, strike;
- b. Nuclear weapons, radiation or radioactivity from any nuclear fuel or nuclear refuse arising from the combustion of nuclear fuel and any process of self-sustaining nuclear fission/ fusion;
- c. Any illegal, criminal or unlawful act by the Insured or confiscation, detention, destruction by customs or other authorities;
- d. Any prohibition or regulations by any government;
- e. Any breach of government regulation or any failure by the Insured to take reasonable precautions to avoid a claim under this Policy following the warning of any intended strike, riot or civil commotion through or by general mass media;
- f. The Insured engaging in naval, military or air force service or operations or testing of any kind of conveyance or being employed as a manual worker or whilst engaging in offshore mining or aerial photography or handling of explosive or hitchhiking or backpacking.

GENERAL CONDITIONS UNDER THE POLICY

Premium Payment

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

Grace Period

A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium during which time this Policy shall continue in force, unless this Policy has been cancelled, terminated or has not been renewed in accordance with the provisions of this Policy. However, if loss occurs within the Grace Period for which Prudential Guarantee shall be obligated to pay benefits under this Policy, any premium then due and unpaid will be deducted in settlement.

Currency

All amounts shown in this Policy are in Philippine Pesos (Php), unless specified in the Policy Schedule. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Philippine Pesos (Php) will be the rate at the time the expense was incurred or the loss occurred.

Aggregate Limit of Liability

(This condition is only applicable to Section 7 of this Policy).

1. Except as stated below, the total liability of Prudential Guarantee for all claims arising under this Policy during any one (1) occurrence shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability (A).
2. Except as stated below, the total liability of Prudential Guarantee for all claims arising under this Policy during any one occurrence relating to any Common Carrier which is not dispatched or flown in accordance with fixed schedules over specific routes to and from fixed terminals (i.e. non-scheduled), shall not exceed the amount shown in the Policy Schedule against Aggregate Limit of Liability (B).
3. In the event that claims made under this Policy exceed the above Aggregate Limits of Liability, Prudential Guarantee shall reduce the payments made with respect to each Insured in such manner as Prudential Guarantee may determine. Any determination as to the amount payable in these circumstances shall be made at the entire discretion of Prudential Guarantee and shall not be the subject of any challenge of any kind.

Assistance and Cooperation

The Insured shall cooperate with Prudential Guarantee and upon the latter's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of Injury or damage wherein insurance is afforded under this Policy. In this regard, the Insured shall promptly attend hearings and trials and assist in securing and giving of evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for payment of first aid expenses to others at the time of Accident.

Due Diligence

The Insured will exercise due diligence in doing all things to avoid or reduce any Loss under this Policy.

Notice of Claim or Loss

In case of hospitalization or medical emergency, the Insured, a person traveling with him, or the treating medical authority must contact Prudential Guarantee or Authorized Company immediately to verify coverage and arrange the appropriate medical care. In case of Sickness or Injury or Accidental Death, notice must be given to Prudential Guarantee via telephone or email prior to admission to hospital or as soon as reasonably possible provided it is prior to the return to the Home Country. All claims must have written or electronic mail notice of claim given to Prudential Guarantee within ninety (90) days after a covered loss begins or as soon as is reasonably possible. Notice should include the Insured's name and the Policy Number. If the Insured's property covered under this Policy is lost or damaged, the Insured must notify Prudential Guarantee as soon as possible, take immediate steps to protect, save and/or recover the covered property, give immediate notice to the Common Carrier or bailee who is or may be liable for the

loss or damage, and notify the police or other authorities in case of robbery or theft within twenty-four (24) hours from the time of discovery of the robbery or theft by the Insured.

Claim Forms

Upon receipt of a notice of claim, Prudential Guarantee will furnish to the claimant such forms usually required by Prudential Guarantee for filing proofs of loss. If such forms are not furnished within fifteen (15) days from receipt of such notice of claim, the claimant shall be deemed to have complied with the requirements of this Policy, as to proof of loss, upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and extent of the loss for which the claim is made. All certificates, information and evidence, other than the usual claim forms, which Prudential Guarantee may reasonably require in support of a claim, shall be furnished by the Insured.

Proof of Loss

Written proof of loss including the original Policy, Policy Schedule or Certificate of Insurance, original receipts, invoices and all other relevant documents must be furnished to Prudential Guarantee within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and not later than one (1) year from the date of loss.

Physical Examination and Autopsy

Prudential Guarantee at its own expense shall have the right and opportunity to examine the Insured when and as often as it may reasonably require during the pendency of the claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

To Whom Claims Paid

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

Time of Payment of Claim

Periodic payment will be made of all indemnities payable under this Policy which accrue during a period of more than four (4) weeks. Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid within thirty (30) days after receipt by Prudential Guarantee of due written proof of such loss and after ascertainment of the loss is made by the agreement between Prudential Guarantee and the Insured or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by Prudential Guarantee of the proof of loss, then the loss shall be paid within ninety (90) days after such receipt. Subject to due written proof of loss, all accrued indemnities for loss, for which this Policy provides periodic payment, will be paid at the expiration of each four (4) weeks during the continuance of the period for which Prudential Guarantee is liable, and any balance remaining unpaid upon the termination of liability will be made immediately upon receipt of due written proof. Refusal or failure to pay the loss within the periods prescribed herein will entitle the Insured to collect interest on the proceeds of the Policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such refusal or failure to pay is based on the ground that the claim is fraudulent.

Subrogation

In the event of any payment under the Loss or Damage of Baggage and Personal Effects and Loss of Travel Documents Benefits in this Policy, Prudential Guarantee shall be subrogated to all the Insured's rights of recovery therefor against any person/s, organization/s or entity/ies. The Insured shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Insured shall

take no action after the loss that will prejudice the rights of recovery of the Insured or Prudential Guarantee by subrogation.

Right of Recovery

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

Cumulative Insurances

In the event of a claim, the Insured must advise Prudential Guarantee as to any other insurance the Insured may have covering the same risks in this Policy. If, at the time of occurrence of any loss, except in respect of the Personal Accident Benefit, there are other valid and collectible insurance policy/ies in place, Prudential Guarantee will be liable only for the excess of the amount of loss over the amount of such other Insurance, and any applicable deductible.

Misstatement of Age

If the age of the Insured has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age. In the event the age of the Insured has been misstated, and if according to the correct age of the Insured, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then the liability of Prudential Guarantee during the period the Insured is not eligible for coverage shall be limited to the refund of all premiums paid for the period not covered by this Policy.

Reinstatement of Policy

If this Policy is terminated due to default in the payment of the agreed premium, the subsequent acceptance of a premium by Prudential Guarantee or by any of its duly authorized representatives shall reinstate this Policy, but shall only cover loss resulting from Sickness or Injury sustained after the date of such reinstatement.

Renewal Conditions

This Policy may be renewed for further consecutive periods by the payment of premium on the effective date of the renewal at Prudential Guarantee's premium rate in force at the time of renewal, subject to Prudential Guarantee's right to decline renewal of this Policy on any anniversary date of the Policy upon giving forty-five (45) days prior written notice, mailed or delivered to the Policyholder at the address shown in the Policy, of Prudential Guarantee's intention not to renew the Policy, or to condition its renewal upon reduction of limits or elimination of coverages. Prudential Guarantee's acceptance of premium shall constitute its consent to renew. Unless renewed as herein provided, this Policy shall terminate at the expiration of the grace period for which premium has not been paid.

Cancellation

This Policy shall not be cancelled by Prudential Guarantee except upon prior written notice thereto to the Policyholder, and no notice of cancellation shall be effective unless it is based on the occurrence, after the Effective Date of this Policy, of one or more of the following:

- a. Non-payment of premium;
- b. Conviction of the Insured of a crime arising out of acts increasing the hazards insured against;
- c. Discovery of fraud or material misrepresentation;
- d. Discovery of willful or reckless acts of omissions increasing the hazards insured against; or
- e. A determination by the Insurance Commissioner that the continuation of this Policy would violate or would place Prudential Guarantee in violation of the Insurance Code.

All notices of cancellation shall be in writing, mailed or delivered to the Policyholder at the address shown on the Policy Schedule and shall state (i) which of the grounds set forth in this provision is relied upon, and

(ii) that, upon written request of the Policyholder, Prudential Guarantee will furnish the facts on which the cancellation is based.

If the Policyholder cancels this Policy, which must be in writing, Prudential Guarantee shall be entitled to retain a portion of the premiums computed in accordance with the applicable percentage indicated below, but in no event less than Prudential Guarantee's customary minimum premium.

PERIOD OF COVERAGE PRIOR TO CANCELLATION	PERCENTAGE OF ANNUAL PREMIUM (computed based on premiums exclusive of documentary stamps and premium taxes) TO BE RETAINED BY PRUDENTIAL GUARANTEE:
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

Such cancellation by the Policyholder shall become effective on the last day preceding the date the next premium is due and payable.

Without prejudice to the immediately preceding paragraph, if the Insured cancels a Trip (a) prior to the Effective Date of this Policy or prior to the Period of Insurance as stated on the Policy Schedule or Certificate of Insurance or (b) within thirty (30) days after the Effective Date of this Policy or Period of Insurance as stated on the Policy Schedule or Certificate of Insurance, and notifies Prudential Guarantee of such cancellation, Prudential Guarantee will refund to the Insured the premium which has been paid (if any) by the Insured in respect of that Trip less the amount of documentary stamps and premium taxes.

Termination of Insurance

Individual insurance coverage under this Policy shall automatically end on the earliest of the following dates:

- i. In the event of Accidental Death of the Insured; or
- ii. Notice to the Insured on the expiration of the Grace Period for any premium not paid when due.

Insurance in respect of an Immediate Family Member or Dependent Children shall terminate upon his death or on the termination of this Policy in accordance with the above, whichever is earlier.

Termination or cancellation of this Policy or expiration of individual coverage shall not affect any valid claim or loss occurring before such termination, cancellation or expiration. The payment to or acceptance by Prudential Guarantee or by an agent of Prudential Guarantee of any premium after such termination, cancellation or expiration shall not create any liability except to return the premium paid after the termination, cancellation or expiration of this Policy unless this Policy is reinstated pursuant to the Reinstatement provision.

In any Policy year, the aggregate benefits payable to the Insured under this Policy or Certificate of Insurance in respect of any one Accident, resulting in Injury within one hundred eighty (180) days from the date of the Accident shall not exceed the amount equivalent to the Accidental Death Benefit payable in case of Accidental Death.

In any Policy year, the aggregate benefits payable to the Insured for Accidental Permanent Total Disability Benefit under this Policy or Certificate of Insurance in respect of one or more Accident(s) resulting in Injury within one hundred eighty (180) days from the date of Accident shall not exceed the amount equivalent to the Accidental Death Benefit. However, the payment of the amount equivalent to the Accidental Death Benefit for Injuries for which the Insured becomes entitled to Accidental Permanent Total Disability in one year shall not terminate this Policy in so far as the Accidental Death Benefit is concerned.

In any Policy year, the amount of Accidental Death Benefit shall be the principal sum.

Fraud

Any intentional misstatement of fact made or represented by the Policyholder/Insured in the Application/individual application/enrolment constitutes fraud and shall give Prudential Guarantee the right to immediately terminate this Policy /individual insurance.

Fraudulent Claims

If any claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, Prudential Guarantee shall be under no liability in respect of such claim and shall be entitled to terminate this Policy immediately.

Clerical Error

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

Assignment

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

Age Limitation

If at the Effective Date of this Policy or at the commencement of the Period of Insurance stated in the Certificate of Insurance, the age of the Insured at nearest birthday is more than seventy-five (75) years, this Policy or Certificate of Insurance issued to the Insured shall be void and Prudential Guarantee shall be liable only for the return of the premiums actually paid on it.

Geographical Limits

The Benefits under this Policy shall apply twenty- four (24) hours a day anywhere in the world unless otherwise endorsed or amended.

Terms and Conditions

Payment of any benefit under this Policy is subject to the Definitions, Exclusions, and all other terms and conditions pertinent to the payment of the benefit.

Complying With Policy Conditions

The due observance and fulfillment of the terms of this Policy insofar as they relate to anything to be done or complied with an Insured and the truth of the statements and answers in any proposal and / or Application and of evidence required from an Insured in connection with Policy shall be conditions precedent to any liability of Prudential Guarantee to give any payment due under this Policy.

Entire Contract

This Policy, including endorsements and attached papers the descriptive title of which are mentioned in this Policy, if any, the Application on file with Prudential Guarantee or attached herewith and the Policy Schedule, constitute the entire contract of insurance. No change in this Policy shall be valid until approved by an authorized executive officer of Prudential Guarantee and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions. None of the provisions, conditions and terms of this Policy shall be waived or altered except in accordance with the pertinent provisions of Section 50 of the Insurance Code.

Unless applied for by the Insured, any rider, clause, warranty or endorsement issued after the Effective Date of this Policy/Group Policy shall be countersigned by the Insured, which countersignature shall be taken as the Insured's agreement to the contents of such rider, clause, warranty or endorsement.

Governing Law

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

Arbitration

In the event of any controversy or claim arising out of or relating this contract, or a breach thereof, the parties hereto agree first to try and settle the dispute mediation, administered by the Insurance Commission or any recognized mediation institution under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.

In case the parties cannot resolve their dispute through mediation, said dispute shall be settled through arbitration. All differences as to the amount of any loss or damage covered by this Policy shall be settled by final, binding arbitration under the arbitration rules of the Philippine Dispute Resolution Center, Inc. in force at the time of arbitration. The dispute shall be referred to an arbitrator to be appointed by the parties in difference, or if they cannot agree upon a single arbitrator, a panel of three (3) arbitrators ("the Panel") shall conduct the arbitration. Each party shall have the right to appoint one (1) member of the Panel, with the third member to be mutually agreed by the two (2) Panel members appointed by the parties or appointed in accordance with the Rules of the PDRCI. The venue of arbitration shall be in the Republic of the Philippines and the arbitration proceedings shall be conducted in the English language.

Legal Action

Unless the claim has been denied, no action or suit shall be brought either to the Insurance Commission or any court of competent jurisdiction to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. In any event, no legal action shall be brought after the expiration of twelve (12) months from notice of the denial of the claim.

Civil Code 1250 Waiver Clause

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

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

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