

# Hospitalization Cash Assistance

## Terms and Conditions

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Package 1



**BDO** Insure

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# Hospitalization Cash Assistance Terms and Conditions

## DEFINITION OF TERMS

1. **ENTIRE CONTRACT.** The Policy, the Application of the Policyowner, the Policy Data Page, all endorsements and duly specified attachments, including any benefit rider and individual applications, shall constitute the Entire Contract. The provisions of the Policy shall apply to all attachments in the Policy. Any provision of the Policy that is inconsistent with the provisions of an attachment shall be superseded by the provisions of that attachment. The provisions of an attachment shall apply only to that attachment and not to any other part of the Policy, unless specified otherwise. In any attachment, the term "Policy" shall refer to the Accident and Health Insurance Policy.

All statements made by the Policyowner or by the Insured Individual shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used as a defense to a claim or used in any contest unless a copy of the instrument containing such statement is furnished to such Policyowner or Insured Individual.

2. **ERRORS.** The Insurer may correct any Error of whatever nature, including misstatement of age or sex, affecting the Policy and its attachments.

If the age or sex of the Insured Individual has been misstated, the Benefit Amount is adjusted to the correct amount which the Premium due would have purchased using the correct age and sex. In case at the correct age, the Insured Individual is not eligible for any benefit under the Policy, the liability of the Insurer is limited to the refund of the Premiums received, without interest, less any indebtedness under the Policy.

3. **POLICY EFFECTIVE DATE.** The Policy Effective Date serves as the beginning date of coverage of the Insured Individual. The Policy is issued in consideration of the Application and becomes effective only upon receipt of the initial Premium due and upon approval for issuance by the Insurer.

4. **RENEWAL.** The Policy may be renewed by the Policyholder for further consecutive periods with the full settlement of the premium due, which is based on the Insurer's premium rate in force at the time of renewal, subject to the Insurer's right to decline renewal of the Policy, upon giving forty-five (45) days prior written notice to the Policyholder of the Insurer's intention not to renew the Policy or to condition its renewal upon reduction of limits or elimination of coverage.

5. **GRACE PERIOD.** After the payment of the initial Premium due, any subsequent Premium due must be paid in full not later than thirtyone (31) days after its due date. Any unpaid Premium due shall be automatically deductible from any benefit that may arise during the thirty-one (31)-day Grace Period. There shall be no need to notify the Policyowner in case the Policy is terminated for non-payment of any Premium due by the end of its Grace Period.

6. **FREE-LOOK PERIOD.** If the Policyowner is not completely satisfied with the Policy, he may return it to the Insurer within fifteen (15) calendar days from receipt of the Policy, together with a written notice, signed by the Policyowner, requesting cancellation.

The Policy is received by the Policyowner when it is delivered at his residence and received by a person of suitable age and discretion then residing therein or at his office or regular place of business, with some competent person in charge thereof. If sent by mail, the Policy shall be deemed received by the Policyowner within ten (10) days from the date of mailing. If sent via electronic means, the Policy shall be deemed received on the date it is sent to the e-mail address registered with the Insurer.

In such cancellation, the amount refundable shall be the Premium. No refund can be made when a benefit claim has been received by the Insurer at any of its offices.

7. **REINSTATEMENT OF POLICY.** The Policy may be reinstated provided a written application for reinstatement is received by the Insurer together with all amounts necessary to put the Policy in force subject to the Insurer's existing underwriting requirements. A reinstatement becomes effective only upon its approval by the Insurer. The original of the Policy must be returned to the Insurer for any amendment.

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8. **CANCELLATION CLAUSE.** The Policy shall not be cancelled by the Insurer except upon prior notice thereof to the Policyowner, and no notice of cancellation shall be effective unless it is based on the occurrence, after the Policy Effective Date, of one or more of the following:
- non-payment of premiums;
  - conviction of crime arising out of acts increasing the hazard insured against;
  - discovery of fraud or material misrepresentation;
  - discovery of willful or reckless acts or omissions increasing the hazard insured against; \
  - a determination by the Insurance Commission that the continuation of the Policy would violate or would place the Insurer in violation of the Insurance Code.

All notices of cancellation shall be in writing, mailed or delivered to the Policyowner at the address shown in the Statement of Cover, and shall state (1) which of the grounds set forth in the provision is relied upon, and (2) that, upon written request of the Policyowner, the Insurer will furnish the facts on which cancellation is based.

If the Policyowner cancels the Policy, the amount of refund shall be the unearned premium net of all taxes and charges.

9. **TERMINATION OF INSURANCE.** The insurance of any Insured Individual under the Policy terminates automatically upon the earliest of the following dates:
- The anniversary of the Policy Effective Date on or immediately after the Insured Individual's attainment of age seventy (70);
  - By the end of the Grace Period if any premium due is not paid; or
  - The date the Insured Individual becomes employed as Detective, Secret Service Personnel, or becomes part of the Armed Forces or Police Forces of any country or international authority.

Termination of insurance shall not affect any claims arising prior to the date of such termination.

10. **POLICYOWNER.** The Policyowner has all the rights and privileges in the Policy while the Insured Individual is alive, unless otherwise provided in the Policy. In case of the death of the Policyowner while the Insured Individual is alive, ownership shall be transferred to a contingent Policyowner of record with the Insurer, if any; or to the Insured Individual, in the absence of any designated contingent Policyowner.
11. **NOTICE OF LOSS.** In case of bodily injury or death, written notice of claim must be given to the Insurer within 30 days after a covered loss begins or as soon as reasonably possible. Notice should include the Insured Individual's name and the policy number.
12. **CLAIM FORMS.** The Insurer upon receipt of a Notice of Claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished by the Insurer within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of the Policy as to Proof of Loss upon submitting within the time fixed in the Policy for filing Proofs of Loss, written proof covering the occurrence, the character and extent of the loss for which claim is made. All Statement of Insurance, information and evidence, other than the usual claim forms, which the Insurer may reasonably require in support of a claim shall be furnished by the claimant.
13. **PHYSICAL EXAMINATION & AUTOPSY.** The Insurer at its own expense shall have the right and opportunity to examine the Insured Individual when and as often as it may reasonably require during the pendency of a claim under the Policy and to make an autopsy in the case of death where it is not forbidden by law.
14. **TO WHOM PAYABLE.** In the event of death of the Insured Individual, benefit is payable to the first surviving classes of beneficiaries in successive preference: the Insured Individual's (1) legal spouse, (2) child(ren), (3) parents, (4) brothers and sisters, otherwise, (5) the Insured Individual's estate.

Beneficiaries may be changed by the Insured Individual by filing a written and signed request in a form acceptable to the Insurer. A change of beneficiary takes effect only upon the Insurer's receipt and acknowledgment of such amendment.

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All other payments under the insurance shall be paid to the Insured Individual. If the Insured Individual is a minor, incompetent, or otherwise unable to give a valid release for the claim, the Insurer may make arrangements to pay claims to the Insured Individual's legal guardian, committee or other qualified representative.

Payment by the Insurer to the Insured Individual or his designated beneficiaries shall completely discharge the Insurer's liability with respect to the amounts so paid.

15. **WHEN CLAIM PAYABLE.** Indemnities payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid within thirty (30) days after receipt of due written proof of such loss and ascertainment of the loss; but if such ascertainment is not made within sixty (60) days after such receipt of written 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 which the Policy provides periodic payment will be paid immediately upon receipt of due written proof.
16. **MAXIMUM AMOUNT OF COVERAGE PER INSURED INDIVIDUAL.** The maximum amount of coverage per benefit for each Insured Individual for the Policy shall be limited to the amount stated in the Policy Data Page. If at the time of any loss the Insured Individual has more than one of the Policy, only one Policy with the highest Benefit Amount will respond to a claim filed by the same Insured Individual for the same loss.
17. **AGGREGATE LIMIT OF LIABILITY.** The Insurer shall not be liable for any amount in excess of the Aggregate Limit of Liability per conveyance for any one Accident, as specified in the Policy Data Page. For the purpose of the provision, conveyance shall mean the act of or process of transporting, transferring or carrying a person or group of persons from one place to another. If the aggregate amount of all indemnities otherwise payable by reason of coverage provided under all Accident and Health Insurance Policies issued by the Insurer exceeds the Aggregate Limit of Liability, the Amount of Insurance payable with respect to each Insured Individual shall be proportionately reduced until the aggregate amount of all indemnities does not exceed the Aggregate Limit of Liability.
18. **DISAPPEARANCE.** If the Insured Individual disappears and is not found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured Individual was an occupant under circumstances as would otherwise be covered hereunder, it shall be presumed that the Insured Individual suffered Loss of Life covered under the Policy at the time of such disappearance, sinking, or wrecking. If at any time after settlement of claims, the Insured Individual shall be found to be alive, all amounts so paid will be refunded by the beneficiaries to the Insurer.
19. **ASSIGNMENT.** No assignment of interest under the Policy shall be binding upon the Insurer unless and until the original or a duplicate thereof is filed with the Insurer. The Insurer does not assume any responsibility for the validity of any assignment.
20. **CONTROLLING LAW.** Under the contract, the Insurer elects as its domicile its head office at 108 Paseo de Roxas, Legaspi Village, Makati City, Philippines. The contracting parties declare that they will submit to the jurisdiction of the Philippine courts and waive any proceedings in any other country.
21. **MEDIATION.** In the event of controversy or claim arising out of or relating to the 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.
22. **COMPLYING WITH POLICY CONDITIONS.** The due observance and fulfillment of the terms of the Policy in so far as they relate to anything to be done or complied with by an Insured Individual and the truth of the statements and answers in any proposal and/ or application and of evidence required from an Insured Individual in connection with the insurance shall be conditions precedent to any liability of the Insurer to make any payment under the Policy.
23. **EXCEPTIONAL CIRCUMSTANCES.** The Insurer or its authorized representatives cannot be held liable for delays in the execution of services in the event of strikes, riots, any act of terrorism or sabotage, civil or foreign war, release of heat or irradiation coming from the splitting of nuclei of atoms, radioactivity, other accidents or cases of natural events.

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All interventions by the Insurer or its authorized representatives are conducted within the context of the national and international laws and regulations and are dependent on the necessary authorizations being obtained from the competent authorities.

24. **ARBITRATION.** All differences as to the amount of any loss or damage covered by the Policy shall be referred to the decision of an arbitrator to be appointed by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within 30 days after having been required in writing to do so by either of the parties or in case of disagreement between the arbitrators, to the decision of an umpire to be appointed in writing by the arbitrators before entering on the reference and an award by the arbitrators or umpire shall be a condition precedent to any right of action against the Insurer only in cases of differences as to amount of liability actually arising out of the Policy.
25. **SUBROGATION.** If the Insurer has paid a claim which may be recoverable from a third party, the Insurer shall be subrogated to all the rights of recovery of the beneficiary or Insured Individual against any person, organization or entities. The beneficiary of Insured Individual shall execute and deliver such instruments and documents or perform whatever actions necessary to secure such rights. The beneficiary or Insured Individual shall take no action after the loss that will prejudice the rights of recovery of subrogation.
26. **TRADE EMBARGO.** The Insurer is not liable to make any payments for liability under any coverage sections of the Policy or make any payments under extension for any loss of claim arising in, or where the Insured Individual or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing the Policy and/or the Insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured Individual or any other beneficiary under the Policy. It is further understood and agreed that no benefits or payment will be made to any beneficiary (ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing the Policy and/or the Insurer, its parent company or its ultimate controlling entity.
27. **LIMITATION OF ACTION.** No legal action under the Policy may be filed after five (5) years from the time the cause of action accrues. The venue of legal action on the Policy must not be limited to the place of issue of Contract.
28. **CIVIL CODE 1250 WAIVER CLAUSE.** The Provision of Article 1250 of the Civil Code of the Philippines (R.A. No. 386) which reads in part, "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..." is understood and agreed not to apply in determining the extent of any liability of the Insurer in the Policy. All amounts of money in the Policy are in the currency stated under Policy Data.

## ELIGIBILITY PROVISIONS

**ELIGIBILITY/DESCRIPTION OF INSURED INDIVIDUALS.** The persons eligible for insurance coverage under the Policy are persons aged eighteen (18) to sixty-nine (69) who are in good health and actively performing three (3) or more of the activities of daily living at the time his coverage shall take effect, provided that only those named herein are insured and each herein shall be called the "Insured Individual." Any pronoun used in the Policy shall apply to either gender.

Activities of daily living shall mean the following:

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

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The following persons are not eligible to be covered under the Policy: Detectives, Secret Service Personnel, or any person that is part of the Armed Forces or Police Forces of any country or international authority, whether performing or not performing the duties of his profession.

The Policy does not provide benefits to the following persons while performing the duties of his profession: Acrobat, Asylum Attendant, Aviator, Boilerman, Divers, Firemen, Sawmill Worker, Wood-Working Machinist, Window Cleaner, Fishermen, Loggers, Miners, Underground Workers, and Explosive Makers.

## BENEFIT PROVISIONS

**BENEFITS.** The Policy shall provide benefits for Injuries caused by an Accident. The Policy shall also provide benefits for Injuries caused by food poisoning, animal bites (except mosquito bites), and Acts of Nature. Coverage with respect to flying shall be limited to loss occurring while the Insured Individual is riding solely as a passenger, not as an operator or crew member, in boarding or alighting from a certified passenger aircraft provided by a regularly established airline on any regular, scheduled or non-scheduled, special or chartered flight, and operated by a duly licensed pilot flying over an established aerial route between duly established and maintained airports.

The Policy shall also provide benefits for Injuries resulting directly or indirectly from an Act of Terrorism. For the purpose of the benefit provision, an Act of Terrorism shall mean an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorism can include, but not limited to, the actual use of force or violence, sabotage and/or threat of such use. Further, the perpetrators of Terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s). However, the policy does not cover any loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with an Act of Terrorism as a sole result of the Utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

- Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death among people or animals.
- Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid, or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death among people or animals.
- Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organism(s) and chemically synthesized toxins) which are capable of causing incapacitating disablement or death among people or animals.

**Accidental Death, Dismemberment or Disablement Benefit.** If within one hundred eighty (180) days from the date of the Accident, such Injuries shall result in any of the following losses to the Insured Individual, the Insurer shall pay for:

	Percentage of Benefit Amount
I. Loss of Life	100%
II. Accidental Dismemberment or Loss of Use	
a. Both hands	100%
b. Both feet	100%
c. One hand and one foot	100%
d. All fingers and both thumbs	100%
e. Arm at or above elbow	70%
f. Arm between elbow and wrist	50%
g. One hand	50%
h. Four fingers and thumb of one hand	50%

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i. Four fingers	35%
j. Thumb	25%
k. Index finger	10%
l. Middle finger	6%
m. Ring finger	5%
n. Little finger	4%
o. Leg at hip	70%
p. Leg between knee and hip	60%
q. Leg below knee	50%
r. One foot	50%
s. Toes - all of one foot	15%
t. Big toe	5%
u. Toe other than Big toe, each	1%
III. Loss Use of Metacarpals	
a. First or Second	3%
b. Third, fourth or fifth	2%
IV. Loss of Sight	
a. Both eyes	100%
b. One eye	30%
V. Loss of Hearing	
a. Both ears	50%
b. One ear	25%
VI. Disablement	
a. Total paralysis	100%
b. Injuries resulting in being permanently bedridden	100%
c. Any injury causing Permanent Total Disability	100%

“Accident” means any unintentional act or unforeseen, unusual and unexpected event which directly causes an Injury or death.

“Injuries” means bodily injuries which

- a) are sustained while the Policy is in force.
- b) are caused solely by external, violent and accidental means and independent of any other cause and,
- c) Produce a visible contusion or wound on the exterior of the body except in the case of drowning or of internal injury revealed by an autopsy.

“Acts of nature” shall refer to earthquake, seaquake, tidal waves, volcanic eruption, typhoon, hurricane, flood, windstorm, hailstorm, rainstorm, tornado, or other catastrophe brought about by nature.

“Disablement” shall mean permanent total and irrecoverable Loss of Use or entire physical loss caused by Dismemberment.

“Loss of Use” means the complete and permanent inability of the Insured Individual to move or perform an action for which his limbs, fingers, toes or metacarpals are normally fitted or used, or for which they normally exist. It includes paralysis which means complete and permanent inability to move as a result of neurological damage

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“Dismemberment” means complete and permanent severance of any of the following as specified below:

- (a) hand - at the wrist
- (b) arm between elbow or wrist - above the wrist joint and below the elbow joint
- (c) arm at or above elbow - at or above the elbow joint
- (d) foot - at the ankle joint
- (e) leg below knee - above the ankle joint and below the knee joint
- (f) leg at or above knee - at or above the knee joint
- (g) toe -through or above the metatarso-phalangeal joints.

The loss of the first joint of the thumb or any other finger or of any toe shall be considered as equal to the loss of one half of the thumb or finger or toe and the benefit shall be one half of the benefit above specified for the loss of the thumb or finger or toe. The loss of more than one phalanx of the thumb or of any other finger or of any toe shall be treated as loss of the entire thumb or finger or toe. Where there is loss of two or more parts of the hand, however, the percentage payable shall not be more than the loss of the whole hand.

“Loss of sight” shall mean the entire and permanent irrecoverable loss of sight as certified by a medical practitioner.

“Loss of hearing” shall mean permanent and irrecoverable loss of hearing as certified by a medical practitioner.

Where the percentage of the Benefit Amount for Accidental Dismemberment or Loss of Use is not specified in the above table, the Insurer will adopt a percentage of Benefit Amount, which is not inconsistent with the provisions of the above table.

If within one hundred eighty (180) days from the date of the Accident, the Insured Individual sustains Bodily Injury which results in Permanent Total Disability as defined below, the Insurer will pay 100% of the Benefit Amount as stated in the Policy Data Page.

The Insured Individual shall be deemed to meet the conditions of “Permanent Total Disability” if his disability:

1. meets the conditions under Any Occupation Definition, if the Insured is employed;
2. meets the conditions under Activities of Daily Living Definition, if the Insured is unemployed.

(a.) Any Occupation Definition

Under this definition, the disability

- I. results from Injury sustained during the effectivity of the Policy;
- II. has persisted continuously for a period of at least six (6) months and must at the end of such period be deemed permanent with no possibility of improvement for an indefinite time by the Insurer’s Medical Director or authorized Medical Consultant; and
- III. prevents the insured from engaging in any occupation, employment or business for which he is fitted by education or training.

(b.) Activities of Daily Living Definition

Under this definition, the disability

- I. results from Injury sustained during the effectivity of the Policy;
- II. has persisted continuously for a period of at least six (6) months and must at the end of such period be deemed permanent with no possibility of improvement for an indefinite time by the Insurer’s Medical Director or authorized Medical Consultant; and
- III. prevents the insured from performing at least three (3) of the six (6) Activities of Daily Living defined below even with the aid of special equipment and such disability must always require the physical assistance of another person throughout each entire activity.

Activities of Daily Living

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

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# Hospitalization Cash Assistance Terms and Conditions

The total of the benefits for any one (1) Accident resulting in any and all losses within 180 days from the date of the Accident shall not exceed the Benefit Amount for each Insured Individual, as specified in the Policy Data Page.

The total of the benefits for any one (1) policy year resulting to Loss of Use, Dismemberment or disablement shall not exceed the Benefit Amount for any Insured Individual. Such payment of benefits shall not terminate the Policy in so far as the benefit for Loss of Life is concerned. In any policy year, the benefit payable for Accidental Death arising from an independent and unrelated accident shall be the Benefit Amount.

Any partial benefit already paid for any loss(es) shall not be carried over in the subsequent policy year.

## OPTIONAL BENEFITS

**Murder and Assault.** The Policy shall cover loss caused by the risks of murder, assault, or any such attempt provided that such risks:

1. shall not have been provoked by the Insured Individual;
2. shall not have happened while the Insured Individual is a) engaging in political activities, or b) performing investigative, security or political function or c) holding any elective governmental position;
3. shall not have occurred in any of the following geographical areas, including their cities, towns, barrios and barangays whether these are known by the following names or renamed and/or included in another region by the government:
  - a. Lanao del Norte
  - b. Zamboanga Sibugay
  - c. Maguindanao
  - d. Lanao del Sur
  - e. Zamboanga del Norte
  - f. Sultan Kudarat
  - g. North Cotabato
  - h. Zamboanga del Sur
  - i. Sulu Archipelago
  - j. South Cotabato

The maximum liability of the Insurer for loss caused by murder or assault is deemed limited to the Amount of Insurance for Murder and Assault, as specified for each Insured Individual in the Policy Data Page, and shall be in place of and not in addition to, the amount specified under Accidental Death.

**Accident Medical Expense.** The Insurer shall pay the reasonable, customary, and necessary medical expenses incurred within fiftytwo (52) weeks from the date of the Accident up to the maximum amount for Medical Expense, as specified in the Policy Data Page, when, by reason of Injuries, and commencing within thirty (30) days after the date of the Accident, the Insured Individual shall require treatment by a legally qualified physician or surgeon, confinement in a legally constituted and licensed hospital, employment of a licensed and trained nurse where prescribed by a physician, x-ray examination, or the use of an ambulance.

If at the time of occurrence of Accident, there is other valid and collectible medical expense insurance in place, the Insurer shall only be liable for the excess of the amount of loss over the amount of such other insurance.

**Daily Accident Hospital Benefit.** The Insurer shall pay the amount of Daily Accident Hospital Benefit, as specified in the Policy Data Page, when by reason of Injuries sustained from an Accident, and commencing within thirty (30) days from the date of the Accident, the Insured Individual is necessarily confined in a legally constituted hospital as an inpatient under the care of a legally qualified physician or surgeon other than himself

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The benefit shall be payable starting on the first day of confinement, for as long as the Insured Individual is so confined, but not to exceed a maximum period as specified in the Policy Data Page for all hospital confinements during the policy year but only up to the maximum amount for each Insured Individual as specified in the Policy Data Page.

The benefit shall not be payable during a period of hospital confinement for which benefits are payable under Daily Sickness Hospital Benefit.

**Daily Sickness Hospital Benefit.** When as a result of sickness or disease, the Insured Individual is necessarily confined in a legally constituted and licensed hospital as an inpatient under the care of a legally qualified physician or surgeon other than himself, the Insurer shall pay the Daily Sickness Hospital Benefit starting from the first day that the Insured Individual is so confined, up to a maximum period as specified in the Policy Data Page for all hospital confinements during the policy year but only up to the maximum amount for each Insured Individual as specified in the Policy Data Page.

If the Insured is sick or disabled, confined to a hospital, or receiving claim payment on account of sickness or disease when the insurance would otherwise take effect, the insurance shall take effect when such conditions terminate.

The benefit shall not be payable during a period of hospital confinement for which benefits are payable under Daily Accident Hospital Benefit.

The benefit is subject to the pre-existing conditions provision and other exclusions of the Policy

## EXCLUSIONS

**GENERAL EXCLUSIONS.** The Policy does not cover losses, costs, or expenses of whatever nature, directly or indirectly caused by or resulting from any one of the following:

1. Intentionally self-inflicted injuries and suicide or any attempt thereat, committed while the Insured Individual is sane or insane;
2. Any bodily or mental infirmity, disease or sickness, or infection other than infection occurring at the same time with or because of an accidental cut or wound;
3. Murder, assault or any attempt thereat, except as specifically provided under the Murder and Assault Provision;
4. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, civil commotion assuming the proportion of or amounting to a popular uprising.
5. Poison, gas or fumes voluntarily taken, or any nuclear reaction, nuclear radiation or radioactive contamination, and chemical or biological contamination. For the purposes of the exclusion, "contamination" means the contamination or poisoning of people by nuclear and/or chemical and/or biological substances which cause illness and/or disablement and/or death;
6. Accident occurring while the Insured Individual is engaged in any dangerous sports or hobbies. Dangerous sports or hobbies shall mean any activity involving speed, height, elevated level of physical exertion, or uncontrollable variables including weather, terrain, wind, water and snow. These are activities recognized to introduce or increase the possibility of Injury or Accident such as but not limited to all-terrain vehicle (ATV), banana boating, diving, glider flying, horseback riding, hot air ballooning, jet ski, kayaking, mountain climbing, racing on wheels, rowing, safari, sailing, scuba diving, skateboarding, snorkeling, surfing, target rifle shooting, trekking, yachting, zip lining, zorbing or any other hobbies which are comparably dangerous and risky;
7. Accident occurring while the Insured Individual is operating or learning to operate or serving as a crew member of an aircraft or seacraft;
8. Accident caused by the effect of alcohol or prohibited drugs, or any medication or treatment not prescribed by a legally qualified physician on the Insured Individual;
9. Losses or medical expense of whatever nature caused by or resulting from Accident occurring while the Insured Individual is riding on a motorcycle either as a driver or passenger, while such vehicle is being used for any race, speed test or exhibition or when the Insured Individual is under the influence of liquor, narcotics or prohibited drugs, or in act of violating the law. A motorcycle is defined as a two-wheeled motorized vehicle;

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10. Any violation or attempted violation of the law or resistance to arrest by the Insured Individual;
11. Cosmetic or plastic surgery, any dental work, treatment or surgery, eye or ear examination, except to the extent that any of them is necessary for the repair or alleviation of damage to the Insured's person caused solely by Accident;
12. Any loss, injury, damage, or legal liability suffered or sustained directly or indirectly by the Insured in view of kidnap and/or ransom incidents

In addition to the General Exclusions, the following exclusions apply to Daily Accident Hospital Benefit and Daily Sickness Hospital Benefit:

1. Pre-existing conditions. For the purpose of the exclusion, pre-existing conditions shall mean any sickness, disease, or other condition of the Insured which in the 1-year period before the Policy Effective Date: (a) first manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment whether or not actual consultation or treatment was done; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) was treated by a qualified medical practitioner or treatment had been recommended by a qualified medical practitioner.

After the cover is in effect for 12 consecutive months, sickness, disease, or any other condition of the Insured that were considered pre-existing at the time the Policy is effective, shall be covered provided that, during the same 12-month period, the sickness, disease, or any other condition (a) did not worsen, become acute, or exhibit signs and/or symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment, whether or not actual consultation or treatment was done, (b) did not require taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) was not treated by a qualified medical practitioner or not recommended for treatment by a qualified medical practitioner.

2. Pregnancy and resulting childbirth, miscarriage, diseases relating to the female reproductive organ;
3. Routine medical check-up or any laboratory, diagnostic or x-ray examinations where there are no objective indications of impairment in normal health, laboratory diagnostic or x-ray examinations except in the course of a disability established by the prior call or attendance of a physician;
4. Treatment relating to drug addiction or alcoholism;
5. Treatment and/or surgery for tonsils, adenoid or hernia unless the person undergoing such treatment or surgery has been continuously covered under the Policy for a period of one year immediately preceding such treatment or surgery;
6. Congenital Anomalies and conditions arising from them;
7. Any venereal or sexually transmitted diseases;
8. Human Immunodeficiency Syndrome (HIV), Acquired Immune Deficiency Syndrome (A.I.D.S.), or any of their complications;
9. Any treatment of mental and nervous disorders, including but not limited to insanity, rest cures, periodic check-ups and psychiatric care;
10. Any long-term rehabilitation;
11. Any treatment for obesity, weight reduction or weight improvement;
12. Any experimental procedures or procedures that are not accepted as standard medical procedures including but not limited to chiropractic, acupuncture, herbal medicine, alternative medicine and other similar procedure or treatment.

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