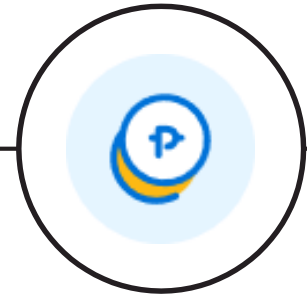


Critical Illness Insurance

Terms and Conditions



BDO Insure

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Insurance provided by:
STARR
INSURANCE COMPANIES

Critical Illness Insurance

Terms and Conditions

I. DESCRIPTION OF COVERAGES

CRITICAL ILLNESS

If during the period of insurance You are first diagnosed by a Registered Medical Practitioner to be suffering from any of the Critical Illnesses listed hereunder, We shall pay You a benefit as stated in the Schedule of Benefits subject to the terms and conditions of the Policy.

Critical Illness Table

1. AIDS due to Blood Transfusion
2. AIDS due to Occupational Accident
3. Alzheimer's Disease
 - Our liability shall be limited to twenty-five percent (25%) of the Sum Insured stated in the Schedule of Benefits and the cover shall cease thereafter.
4. Angioplasty and Other Invasive Treatments for Coronary Artery Bypass Surgery
 - Our liability shall be limited to ten percent (10%) of the Sum Insured stated in the Schedule of Benefits and the cover shall cease thereafter.
5. Aphasia
6. Aplastic Anemia
7. Bacterial Meningitis
8. Benign Brain Tumor
9. Blindness
10. Cancer
11. Carcinoma-In-Situ (Breast, Cervix Uteri, Prostate Gland, Testicles)
 - Our liability shall be limited to twenty-five percent (25%) of the Sum Insured stated in the Schedule of Benefits and the cover shall cease thereafter.
12. Cerebral Aneurysm Requiring Surgery
 - Our liability shall be limited to twenty-five percent (25%) of the Sum Insured stated in the Schedule of Benefits and the cover shall cease thereafter.
13. Chronic Adrenal Insufficiency (Addison's Disease)
14. Chronic Relapsing Pancreatitis
15. Coma
16. Coronary Artery Bypass Surgery
17. Creutzfeldt-Jacob Disease (Mad Cow Disease)
18. Deafness (Permanent Loss of Hearing)
19. Dissecting Aortic Aneurysm
20. Ebola
21. Elephantiasis
22. Encephalitis
23. End Stage Liver Disease
24. End Stage Lung Disease
25. Fulminant Hepatitis
26. Heart Attack
27. Heart Valve and Structural Surgery
28. Idiopathic Dilated Cardiomyopathy
29. Major Burns
30. Major Head Trauma
31. Major Organ Transplant
32. Medullary Cystic Disease
33. Motor Neuron Disease
34. Multiple Sclerosis
35. Muscular Dystrophy
36. Myasthenia Gravis
37. Necrotizing Fasciitis (Flesh Eating Disease)
38. Paralysis
39. Parkinson's Disease
 - Our liability shall be limited to twenty five percent (25%) of the Sum Insured stated in the Schedule of Benefits and the cover shall cease thereafter.
40. Poliomyelitis
41. Primary Pulmonary Arterial Hypertension
 - Our liability shall be limited to twenty five percent (25%) of the Sum Insured stated in the Schedule of Benefits and the cover shall cease thereafter.
42. Progressive Systemic Sclerosis

Description of Coverage
Critical Illness
Cancer Surgical
Treatment
Dietary and Nutritional
Therapy
Home Accessibility
Benefit
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General Exclusions
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Critical Illness Insurance

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- 43. Renal Failure
- 44. Rheumatoid Arthritis
 - Our liability shall be limited to ten percent (10%) of the Sum Insured stated in the Schedule of Benefits and the cover shall cease thereafter.
- 45. Severance of Limbs
- 46. Severe Asthma
 - Our liability shall be limited to ten percent (10%) of the Sum Insured stated in the Schedule of Benefits and the cover shall cease thereafter.
- 47. Severe Osteoporosis
- 48. Stroke
- 49. Surgery to Aorta
- 50. Systemic Lupus Erythematosus
- 51. Vegetative State

PROVISIONS

- (a) Benefits shall not be payable for more than one Critical Illness. Should more than one Critical Illness be diagnosed at the same time, We shall only be liable for the Critical Illness with the greater Percentage of Sum Insured.
- (b) In the event the accumulation of total paid-up benefits in respect of one or more Critical Illness of the same Insured Person is below one hundred percent (100%) of the Sum Insured, We thereafter shall only be liable for the remaining balance payable up to one hundred percent (100%) of the Sum Insured.
- (c) If We have already paid You the maximum specified percentage of the Sum Insured in respect of Critical Illnesses numbered (3), (4), (11), (12), (39), (41), (44) or (46) hereunder, the Sum Insured stated in the Schedule of Benefits shall be reduced by the amount of such payment; and the cover for those Critical Illnesses numbered (3), (4), (11), (12), (39), (41), (44) or (46) shall cease thereafter.
- (d) In no event shall the total amount of compensation payable exceed one hundred percent (100%) of the Sum Insured stated in the Schedule of Benefits regardless of the number of Critical Illnesses suffered. We shall bear no further liability after the payment of one hundred percent (100%) of the Sum Insured and the Policy shall be terminated accordingly.

CANCER SURGICAL TREATMENT

If during the period of insurance You are first Diagnosed by a Registered Medical Practitioner to be suffering from Cancer, We shall reimburse You in respect of the cost of any surgical fees for treating Cancer up to the Sum Insured stated in the Schedule of Benefits, provided that such cost is incurred within twelve (12) months from the date of first Diagnosis.

DIETARY AND NUTRITIONAL THERAPY

If during the period of insurance You are first Diagnosed by a Registered Medical Practitioner to be suffering from or undergoing a covered surgery in respect of any of the Critical Illnesses listed above, We shall reimburse You in respect of the cost of receiving Dietary or Nutrition Therapy as corrective treatment of such diagnosed Critical Illness for the purpose of reclaiming health up to the Sum Insured stated in the Schedule of Benefits, provided such cost is incurred within twelve (12) months from the date of first Diagnosis.

HOME ACCESSIBILITY BENEFIT

If during the period of insurance You are first Diagnosed by a Registered Medical Practitioner to be suffering from Cancer or have suffered a Stroke, We shall reimburse You in respect of the reasonable cost of alterations made to Your principal residence to make it accessible for You subject to the Sum Insured stated in the Schedule on the condition that: a. Such costs are made only to Your principal residence; b. Such costs are incurred within one (1) year from the date of diagnosis of Cancer or Stroke; c. Such alterations are made by person(s) with experience and recommended by a recognized organization associated with the required alterations; and d. This benefit shall cease once the benefit is paid.

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Cancer Surgical Treatment
Dietary and Nutritional Therapy
Home Accessibility Benefit
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Termination of Coverage
Premium Provisions
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II. DEFINITIONS

“**Accident**” means an unforeseen and involuntary event which causes Injury.

“**Acquired Immune Deficiency Syndrome**” or “**AIDS**” shall have the meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immunodeficiency Virus (HIV) Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a seropositive test for HIV.

“**AIDS due to Blood Transfusion**” means the event that You become infected by Acquired Immune Deficiency Syndrome (AIDS), provided that all of the following conditions are met:

- a) The conditions must be life threatening and there exists no Cure;
- b) The infection is due to blood transfusion received in the Philippines
- c) The institution which provided the transfusion admits liability; and
- d) You are not a hemophiliac.

“**AIDS due to Occupational Accident**” means the event that You become infected by Acquired Immune Deficiency Syndrome (AIDS) as a result of an Accident occurring during the course of carrying out normal occupational duties, with seroconversion to HIV infection occurring within six (6) months of the Accident, where the Accident giving rise to a potential claim is reported to us within thirty (30) days thereof and is supported by a negative HIV antibody test taken as soon as reasonably possible after the Accident. Infection resulting from any other means such as sexual activity or from the use of any intravenous drug is excluded. Cover for this Critical Illness shall cease in the event of a Cure being found.

“**Activities of Daily Living**” means:

- 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.

“**Alzheimer’s Disease**” means progressive and permanent deterioration and loss of intellectual capacity as evidenced by clinical state and accepted standardized questionnaires or tests or abnormal behavior arising from Alzheimer’s disease or irreversible organic degenerative disorders resulting in significant reduction in mental and social functioning and You requiring continuous supervision, and subject to the acceptance of medical advisors appointed by Us. Dementia caused by psychiatric illness is excluded.

“**Angioplasty and Other Invasive Treatments for Coronary Artery**” means You actually undergoing balloon angioplasty or similar intra-arterial catheter procedure to correct a narrowing of minimum 60% stenosis, of one or more major coronary arteries as shown by angiographic evidence. The revascularization must be considered medically necessary by a consultant cardiologist. Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery. Diagnostic angiography is excluded.

“**Anniversary Date**” means each anniversary of the Policy’s effective date stated in the Schedule of Benefits.

“**Aphasia**” means total and irreversible loss of the ability to speak due to physical damage to vocal cords, which must be established for a continuous period of twelve (12) months.

“**Aplastic Anemia**” means bone marrow failure, not of a congenital nature, which results in anemia, neutropenia and thrombocytopenia, where treatment is certified by a qualified hematologist and at least one of the following treatments has been carried out:

- a) Use of internationally recognized marrow-stimulating agents;
- b) Use of internationally recognized immunosuppressive agents;
- c) Bone marrow transplantation;
- d) Regular blood product transfusions.

“**Bacterial Meningitis**” means a confirmed Diagnosis of bacterial meningitis causing inflammation of the membranes of the spinal cord or brain and resulting in permanent neurological deficit persisting for at least thirty (30) consecutive days as proven to our satisfaction by a consultant neurologist.

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AIDS due to Blood Transfusion
AIDS due to Occupational Accident
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Alzheimer’s Disease
Angioplasty and Other Invasive Treatments for Coronary Artery
Anniversary Date
Aphasia
Aplastic Anemia
Bacterial Meningitis
Benign Brain Tumor
Blindness
Cancer
Carcinoma-In-Situ (Breast, Cervix Uteri, Prostate Gland, Testicles)
Cerebral Aneurysm Requiring Surgery
Children
Chronic Adrenal Insufficiency (Addison’s Disease)
Chronic Relapsing Pancreatitis
Civil War
Coma
Coronary Artery Bypass Surgery
Creutzfeld-Jacob Disease or Mad Cow Disease
Critical Illness
Cure
Deafness (Permanent Loss of Hearing)
Diagnosis or Diagnosed
Dietary or Nutrition Therapy
Dissecting Aortic Aneurysm
Ebola
Effective Date
Eligible Family Members
Elephantiasis
Encephalitis
End Stage Liver Disease
End Stage Lung Disease
Fulminant Hepatitis
Heart Attack
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“Benign Brain Tumor” means a life-threatening, non-cancerous tumor in the brain giving rise to characteristic symptoms of increased intracranial pressure such as papilledema, mental symptoms, seizures and sensory impairment as confirmed by a consultant neurologist. The presence of the underlying tumor must be confirmed by imaging studies such as Computed Tomography (CT) Scan or Magnetic Resonance Imaging (MRI). Cysts, granulomas, malformations in or of the arteries or veins of the brain, hematomas, and tumors in the pituitary gland or spine are excluded.

“Blindness” means total, permanent and irreversible loss of all vision in both eyes.

“Cancer” means malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of normal tissue. The cancer should be confirmed by histological evidence of malignancy on a pathology report. This includes leukemia, but excludes any of the following:

- Any lesions described as pre-malignant, non-invasive or carcinoma-in-situ;
- Any skin cancer other than malignant melanoma;
- All tumors in the presence of any human immunodeficiency virus;
- Chronic Lymphocytic Leukemia (CLL) at RAI Stage 0 or less;
- Prostate cancers which are histologically described as TNM Classification T1a, T1b, T1c or are of another equivalent or lesser classification.

“Carcinoma-In-Situ (Breast, Cervix Uteri, Prostate Gland, Testicles)” means a focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissues. Invasion means an infiltration and/or active destruction of tissue or surrounding tissue beyond the basement membrane. The disease of Carcinoma-In-Situ covered by this Policy is limited only to carcinoma-in-situ of the breast, cervix uteri (which must be at a grading of not less than Carcinoma-In-Situ CIN III), prostate gland and testicles. The Diagnosis of Carcinoma-In-Situ must always be positively diagnosed upon the basis of a microscopic examination of fixed tissue additionally supported by biopsy and in the case of cervix uteri, by a cone biopsy or colposcopy with cervical biopsy. The Benefit also covers early invasive prostate cancers which are histologically described as TNM Classification T1N0M0.

“Cerebral Aneurysm Requiring Surgery” means You actually undergoing intracranial surgery via a craniotomy to clip or otherwise repair or remove an aneurysm of one or more of the cerebral arteries.

“Child(ren)” means child(ren) aged between one (1) to under eighteen (18) years old or up to 25 years old if in full time schooling.

“Chronic Adrenal Insufficiency (Addison’s Disease)” means an autoimmune disorder causing a gradual destruction of the adrenal gland resulting in the need for life long glucocorticoid and mineral corticoid replacement therapy. The disorder must be confirmed by a consultant endocrinologist and medical advisor appointed by Us through:

- ACTH simulation tests;
- Insulin-induced hypoglycemia test;
- Plasma ACTH level measurement; and
- Plasma Renin Activity (PRA) level measurement. All other causes of adrenal insufficiency are excluded.

“Chronic Relapsing Pancreatitis” means an unequivocal Diagnosis of Chronic Relapsing Pancreatitis, made by a consultant gastroenterologist and agreed by the medical advisor appointed by us and confirmed with the presence of pancreatic insufficiency, calcification or cysts. The condition must be confirmed with blood tests and radiological evidence.

“Civil War” means an internecine war, or a war carried on between or among opposing citizens of the same country or nations.

“Coma” means a state of unconsciousness with no reaction to external stimuli and internal needs persisting continuously with the use of life support systems for a period of at least ninety-six (96) hours resulting in permanent neurological deficit.

“Coronary Artery Bypass Surgery” means the actual undergoing of open-chest surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist. All other procedures such as angiography, angioplasty, heart catheterization, key-hole coronary artery bypass surgery, laser treatments, rota-blade, stenting and all other intra-arterial catheter based techniques to unblock an obstructed artery are excluded.

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Anniversary Date
Aphasia
Aplastic Anemia
Bacterial Meningitis
Benign Brain Tumor
Blindness
Cancer
Carcinoma-In-Situ (Breast, Cervix Uteri, Prostate Gland, Testicles)
Cerebral Aneurysm Requiring Surgery
Children
Chronic Adrenal Insufficiency (Addison’s Disease)
Chronic Relapsing Pancreatitis
Civil War
Coma
Coronary Artery Bypass Surgery
Creutzfeld-Jacob Disease or Mad Cow Disease
Critical Illness
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Deafness (Permanent Loss of Hearing)
Diagnosis or Diagnosed Dietary or Nutrition Therapy
Dissecting Aortic Aneurysm
Ebola
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Eligible Family Members
Elephantiasis
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End Stage Liver Disease
End Stage Lung Disease
Fulminant Hepatitis
Heart Attack
Heart Valve and Structural Surgery
Hospital
Idiopathic Dilated Cardiomyopathy
Immediate Family Member
Injury
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“Creutzfeld-Jacob Disease” or “Creutzfeldt-Jacob Disease (Mad Cow Disease)” means a neurological disease, fatal spongiform encephalopathy accompanied by signs and symptoms of:

- Uncontrolled muscular spasm or tremor;
- Severe progressive dementia;
- Cerebellar dysfunction; and,
- Athetosis.

The Diagnosis must be made by a consultant neurologist and must be based on conclusive Electroencephalography (EEG) and Cerebrospinal Fluid (CSF) findings as well as Computed Tomography (CT) scan and Magnetic Resonance Imaging (MRI).

“Critical Illness” means disease or incapacity as defined herein of which the symptoms first appear and is first diagnosed after the Waiting Period. A Critical Illness is considered “Diagnosed” under this Policy only if You have been examined by one or more Registered Medical Practitioners, each of which is a certified specialist in respect of the disease or illness corresponding to the Critical Illness, and a written report(s) prepared by each Registered Medical Practitioner or under his/her supervision which satisfies each and every diagnostic requirement specified in the Policy corresponding to that Critical Illness.

“Cure” means any treatment that renders Acquired Immune Deficiency Syndrome” or “AIDS” inactive or non-infectious.

“Deafness (Permanent Loss of Hearing)” means total and irreversible loss of hearing in both ears as a result of illness or Accident. This Diagnosis must be supported by audiometric and sound-threshold tests provided and certified by an Ear, Nose, and Throat (ENT) specialist. “Total” means “the loss of at least 80 decibels in all frequencies of hearing”.

“Diagnosis” or “Diagnosed” means the definitive diagnosis made by a Registered Medical Practitioner or other appropriate specialist or consultant, based upon such specific evidence, as referred to herein in the definition of the particular Critical Illness concerned, or, in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to Us. Such Diagnosis must be supported by Our medical director who may base his/her opinion on the medical evidence submitted by You and/or any additional evidence that he/she may require. In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, We have the right to call for an examination of You or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by Us and the opinion of such expert as to such Diagnosis shall be binding on both You and Us.

“Dietary or Nutrition Therapy” means the practical application of nutrition or diet as a preventative or corrective treatment of disease. This usually involves the modification of an existing dietary lifestyle to promote optimum health.

“Dissecting Aortic Aneurysm” means a condition where the inner lining of the aorta (intima layer) is torn so that the blood enters the wall of the aorta and separates its layers. Diagnosis must be made by a specialist physician and meet both of the following criteria:

- Symptoms consistent with dissecting aortic aneurysm are present; and
- Dissecting aortic aneurysm must be confirmed by computed tomography (CT) scan, magnetic resonance imaging (MRI), magnetic resonance angiography (MRA) or angiogram.

“Ebola” means infection with Ebola virus causing hemorrhagic fever. An infectious disease specialist must make the Diagnosis of Ebola and the presence of the Ebola virus must be confirmed by laboratory testing. There must also be ongoing complications of the infection persisting beyond thirty (30) days from the onset of symptoms.

“Effective Date” means the Effective Date in respect of each Insured Person as stated in the Schedule.

“Eligible Family Members” means the legally married spouse of the Insured Person aged 18 or over but under 65 years of age on the Effective Date of the Policy and all legally dependent unmarried children between one (1) year of age and eighteen (18) years of age or up to twenty-five (25) years old if in full time schooling, and parents and parents-in-laws under 65 years of age.

“Elephantiasis” means the end-stage lesion of filariasis, characterized by massive swelling in the tissues of the body as a result of obstructed circulation in the blood or lymphatic vessels. Unequivocal Diagnosis of elephantiasis must be clinically confirmed by an appropriate consultant, including laboratory confirmation of microfilariae, and be supported by the medical advisor appointed by Us. Lymphedemas caused by infection with a sexually transmitted disease, trauma, post-operative scarring, congestive heart failure, or congenital lymphatic system abnormalities are all excluded.

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AIDS due to Occupational Accident
Activities of Daily Living
Alzheimer’s Disease
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Aphasia
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“Encephalitis” means a Diagnosis of inflammation of the brain (cerebral hemisphere, brainstem or cerebellum), resulting in significant complications lasting at least six (6) continuous and consecutive weeks, and which in the opinion of a consultant neurologist has resulted in serious permanent neurological deficit. Encephalitis resulting from HIV infection is excluded.

“End Stage Liver Disease” means end stage liver failure as evidenced by all of the following:

- Permanent jaundice;
- Ascites; and
- Encephalopathy.

“End Stage Lung Disease” means end stage lung disease including interstitial lung disease requiring continuous and permanent oxygen therapy as well as a Forced Expiratory Volume in one second (FEV1) test result of consistently less than one (1) liter.

“Fulminant Hepatitis” means a sub-massive to massive necrosis of the liver by the hepatitis virus, leading precipitously to liver failure. The Diagnosis in respect of this illness must be based on the meeting of all of the following criteria:

- A rapidly decreasing liver size;
- Necrosis involving entire lobules, leaving only a collapsed reticular frame-work;
- Rapid deterioration of liver function tests; and
- Deepening jaundice.

Evidence of the following must be produced:

- Liver function test to show massive parenchymal liver disease; and
- Objective signs of portal-systemic encephalopathy.

“Heart Attack” means death of a portion of the heart muscle as a result of inadequate blood supply due to coronary artery disease. All three (3) of the following criteria must be present and diagnostic of a new definite acute myocardial infarction:

- A history of typical chest pain; and
- New electrocardiographic (ECG) changes, and
- Elevation of cardiac enzymes levels.

“Heart Valve and Structural Surgery” means the actual undergoing of open-heart surgery to replace and/or repair cardiac valves as a consequence of heart valve defects. Balloon or catheter techniques are excluded.

“Hospital” means an establishment which meets all the following requirements:

- Holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction); and,
- Operate primarily for the reception, care and treatment of sick, ailing or injured persons as in patients; and,
- Provides 24-hour a day nursing services by registered or graduated nurses; and,
- Has a staff of one or more Registered Medical Practitioner(s) at all times; and,
- Provides organized facilities for diagnosis and major surgical facilities; and,
- Is not primarily a clinic, nursing, rest or convalescent home or similar establishment, or a place for alcoholics or drug addicts.

“Idiopathic Dilated Cardiomyopathy” means the unequivocal Diagnosis by a consultant cardiologist of Idiopathic Dilated Cardiomyopathy causing permanent impaired left ventricular function. This must result in severe physical limitation of activity to the degree of Class IV of the New York Heart Association Classification. Class IV of the New York Heart Association Classification of Cardiac impairment means that You:

- Are unable to carry out any physical activity without discomfort;
- Experience symptoms of cardiac insufficiency at rest; and
- If any physical activity is undertaken, feel increased discomfort.

“Immediate Family Member” means any of Your spouse, parent, parent-in-law, grandparent, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchild or legal guardian.

“Injury” means bodily injury which is solely caused by an Accident and independently of any other cause.

“Insured Person” means the person(s) insured and named in the Schedule of Benefits or subsequently endorsed hereon.

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“Major Burns” means third (3rd) degree burns due to injury covering at least twenty percent (20%) of the body surface as measured by the Lund and Browder Surface Chart which requires skin transplantation recommended by a Registered Medical Practitioner.

“Major Head Trauma” means major trauma to the head resulting in neurological deficit causing significant functional impairment with disturbance of the brain function confirmed by definite Diagnosis by a consultant neurologist. This must result in a permanent bedridden situation or the inability to perform without assistance three (3) or more of the Activities of Daily Living of like age and sex. The conditions have to be medically documented for at least three (3) months.

“Major Organ Transplant” means actual undergoing, as a recipient, of a human to human transplant of a heart, lung, liver, pancreas, kidney or bone marrow.

“Malignant Neoplasm” shall include but not be limited to Kaposi’s sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, illness or disability, in the presence of Acquired Immune Deficiency Syndrome (AIDS).

“Medullary Cystic Disease” means formation of multiple cysts in the medullary region of both kidneys and involving the collecting ducts. The Diagnosis must be by the medical advisor appointed by Us and should be supported by positive radiological appearance and renal biopsy with You undergoing regular dialysis.

“Motor Neuron Disease” means unequivocal Diagnosis of Motor Neuron Disease by a consultant neurologist supported by definitive evidence of appropriate and relevant neurological signs including Spinal Muscular Atrophy, Amyotrophic Lateral Sclerosis and Primary Lateral Sclerosis. Claim shall only be admitted if the condition is confirmed by a consultant neurologist as progressive and resulting in permanent and irreversible damage to the nervous system with evidence of objective abnormal neurological signs on examination.

“Multiple Sclerosis” means unequivocal Diagnosis by a consultant neurologist confirming more than one (1) episode of well-defined neurological deficit. There must be evidence of typical symptoms of demyelination with persisting signs of involvement of co-ordination and motor and sensory function. Diagnosis must be confirmed by Computed Tomography (CT) Scan or Magnetic Resonance Imaging (MRI) with evidence of lesions of the central nervous system.

“Muscular Dystrophy” means a hereditary muscular dystrophy confirmed by a consultant in neurologist, resulting in the inability to perform without assistance three (3) or more of the Activities of Daily Living of like age and sex.

“Myasthenia Gravis” means a disease characterized by progressive fatigue and generalized weakness of the skeletal muscles caused by impaired transmission of nerve impulses following an autoimmune attack on acetylcholine receptors.

“Necrotizing Fasciitis (Flesh Eating Disease)” means an infection of the superficial and/or deep fascia and muscles of an extremity or the trunks; progress needing immediate surgical intervention and debridement. Diagnosis must be confirmed by a consultant microbiologist or pathologist after surgical exploration.

“Opportunistic Infection” shall include but not be limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection caused in the presence of Acquired Immune Deficiency Syndrome (AIDS).

“Paralysis” means the complete and permanent loss of use of two (2) or more limbs.

“Parkinson’s Disease” means unequivocal diagnosis of idiopathic Parkinson’s disease by a consultant neurologist where the condition:

- a) Cannot be controlled with medication;
- b) Shows signs of progressive impairment; and
- c) A medical assessment confirms the inability of You to perform without assistance three (3) or more of the Activities of Daily Living of like age and sex.

“Policy” means this Policy and any other documents referred to in Clause 2 of Part VI herein.

“Policyholder” means a person who is an applicant of the Policy and is named in the Schedule of Benefits as Policyholder.

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Deafness (Permanent Loss of Hearing)
Diagnosis or Diagnosed
Dietary or Nutrition Therapy
Dissecting Aortic Aneurysm
Ebola
Effective Date
Eligible Family Members
Elephantiasis
Encephalitis
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End Stage Lung Disease
Fulminant Hepatitis
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Immediate Family Member
Injury
Insured Person
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Major Head Trauma
Major Organ Transplant
Malignant Neoplasm
Medullary Cystic Disease
Motor Neuron Disease
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“Pre-existing Condition” means a condition for which You received or were recommended by a Registered Medical Practitioner for any medical treatment, diagnosis, consultation or prescribed drugs, or the existence of any symptoms (known or unknown to You) leading to a claim under this Policy, within two (2) years preceding the Policy’s effective date, last reinstatement date or date of any increase of benefit coverage (to the extent of such increase only), whichever is later.

“Poliomyelitis” means unequivocal Diagnosis by a consultant neurologist of infection with the Polio virus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness that must persist for at least three (3) months. Cases not involving Paralysis shall not be eligible for the Benefit. Other causes of Paralysis such as Guillain-Barre Syndrome are excluded.

“Primary Pulmonary Arterial Hypertension” means a primary and unexplained increase in pulmonary artery pressure causing signs of right heart strain and failure. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, diseases of the left side of the heart and congenital heart disease are specifically excluded. The Diagnosis of primary pulmonary hypertension needs to be made by a consultant cardiologist or a specialist in respiratory medicine and needs to be supported by data provided at cardiac catheterization:

- a) Mean pulmonary artery pressure > 40 mm Hg;
- b) Pulmonary vascular resistance > 3mm/L/min (Wood units); and
- c) Normal pulmonary wedge pressure < 15mm Hg.

“Progressive Systemic Sclerosis” means a systemic connective tissue disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. A rheumatologist must make the unequivocal Diagnosis of progressive systemic sclerosis. The disorder must have reached systemic proportions to involve the heart, lungs or kidneys meeting two (2) of the following criteria:

- a) Pulmonary involvement must show carbon monoxide diffusing capacity (DLCO) < 70% of the predicted value, or forced expiratory volume in 1 sec (FEV1), forced vital capacity (FVC) or total lung capacity (TLC) < 75% of the predicted value;
- b) Renal involvement must show glomerular filtration rate (GFR) < 60 ml/min;
- c) Cardiac involvement must show evidence of either congestive heart failure, cardiac arrhythmia requiring medication, or pericarditis with moderate to large pericardial effusion.

The following are excluded:

- a) Localized scleroderma (linear scleroderma or morphea); and
- b) Eosinophilic fasciitis; and (c) CREST syndrome.

“Proof of Loss” means written proof of the occurrence, character and extent of the loss for which a claim is made, to be submitted to Us in accordance with Part VI herein in such form and of such nature as We may prescribe.

“Registered Medical Practitioner” means any person qualified by degree in Western medicine and legally authorized by the government with jurisdiction in the geographical area of his or her practice to render medical and regular services, but excluding a Registered Medical Practitioner who is You or Your Immediate Family Member or someone living in the same household as You.

“Renal Failure” means end stage renal disease which presents as chronic irreversible failure of both kidneys to functions, as a result of which continuous renal dialysis is instituted or renal transplantation is carried out.

“Rheumatoid Arthritis” means the unequivocal Diagnosis of Rheumatoid Arthritis supported by the medical advisor appointed by Us and the Diagnosis must be based on the 1987 American Rheumatism Association classification where You must satisfy at least four (4) of the following seven (7) criteria;

- a) Morning stiffness;
- b) Arthritis of three (3) or more joint areas;
- c) Arthritis of hand joints;
- d) Symmetric arthritis;
- e) Rheumatoid nodules;
- f) Serum rheumatoid factor positive;
- g) Radiographic changes

Criterion a, b, c, or d must be present for more than six (6) weeks. There must also be widespread joint destruction on x-ray with major clinical deformity, affecting at least three (3) major joint areas (e.g. hands, feet, wrists, knees, and hips). Degenerative osteoarthritis and all other forms of arthritis are excluded.

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“**Schedule of Benefits**” or “**Schedule**” means the attachment to this Policy entitled “Schedule of Benefits” as may be amended by Us from time to time. “**Severance of Limbs**” means the irreversible severance of two (2) or more limbs where severance is above the wrist or the ankle through an Accident. Loss of use of limbs or amputation as a result of disease is not covered.

“**Severe Asthma**” means suffering from severe asthma which is characterized by history of status asthmaticus within the past two (2) years; plus any of two (2) of the following:

- Permanent and continuous reduction in exercise tolerance with shortness of breath occurring with minimal exertion;
- Chest deformities resulting from chronic hyperinflation;
- The need for medically prescribed oxygen therapy at home and at rest;
- Continuous daily use of oral corticosteroids for a minimum period of at least six (6) consecutive months.

“**Severe Osteoporosis**” is a degenerative bone disease that results in loss of bone. The Diagnosis must be supported by a bone density reading which satisfies the World Health Organization (WHO) definition of osteoporosis with a bone density reading T-score of less than -2.5. There must also be a history of three (3) or more osteoporotic fractures involving femur, wrist or vertebrae. These fractures must directly causes You permanent inability to perform at least three (3) of the Activities of Daily Living of like age and sex.

“**Stroke**” means any cerebrovascular incident resulting in irreversible death of brain cells due to thrombosis, hemorrhage or embolization from an extra-cranial source. This event must result in neurological functional impairment with objective neurological abnormal signs on physical examination by a specialist at least six (6) weeks after the event. The following are excluded:

- Transient Ischemic Attacks (TIA);
- Brain damage due to an Accident, infection, vasculitis, inflammatory disease or migraine;
- Disorders of the blood vessels affecting the eye including infarction of the optic nerve or retina;
- Ischemic disorders of the vestibular system; and
- Asymptomatic silent stroke found on imaging.

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

“**Surgery to Aorta**” means the actual undergoing of surgery for a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. Aorta shall mean the thoracic and abdominal aorta but not its branches, even if a portion of aorta is removed during the operative procedure.

“**Systemic Lupus Erythematosus**” means a consultant physician must make the unequivocal Diagnosis of Systemic Lupus Erythematosus (SLE) and Lupus Nephritis, based on clinically accepted criteria. Your SLE must be severely involving the kidneys causing impaired renal function with a glomerular filtration rate (GFR) below 60 ml/min. The Diagnosis must be supported with a renal biopsy showing Type III, IV, or V lupus Nephritis, in accordance with the WHO classification below. The WHO classification of lupus nephritis:

Grade I	Minimal Change Lupus Glomerulonephritis
Grade II	Mesangial Lupus Glomerulonephritis
Grade III	Focal Segmental Proliferative Lupus Glomerulonephritis
Grade IV	Diffuse Proliferative Lupus Glomerulonephritis
Grade V	Membranous Lupus Glomerulonephritis

“**Vegetative State**” means a clinical state of dependency of at least six (6) months determined by the assessment of physical, intellectual and communicatory disability. It may result from cerebral trauma, prolonged periods of anoxia, severe encephalitis or certain neurotoxins and be supported by medical evidence certified by a consultant neurologist. The affected individual is incapable of voluntary or purposeful acts, only responds reflexively to painful stimuli and requires a life-supporting machine to maintain life in Hospital.

“**Waiting Period**” means the period of ninety (90) days which commences immediately following the Policy’s effective date, or last reinstatement date, or date of any increase of benefit coverage (to the extent of such increase only), whichever is later.

“**War**” means war (declared or undeclared) or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

“**We, Us, Our**” means Starr International Insurance Philippines Branch.

“**You, Your, Yourself**” means a person who is named as an Insured Person.

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Ebola
Effective Date
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III. GENERAL EXCLUSIONS

We shall not pay for any loss directly or indirectly, wholly or partly arising as a result of:

1. War, invasion, act of foreign enemy, hostilities, Civil War, revolution, rebellion, insurrection, military or usurped power or any warlike operations;
2. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
3. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
4. Violation or attempted violation of the law or resistance to arrest;
5. Armed force, naval, military, air force or any flying service or operations;
6. Air travel except as a passenger in any properly licensed private and/or commercial aircraft;
7. Suicide or attempted suicide or intentional self-injury while sane or insane;
8. Childbirth, miscarriage, abortion, birth control, infertilization, pregnancy or any complications therefrom notwithstanding that such event may have been accelerated or induced by Injury;
9. Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection (except as expressly provided herein) or related disease; venereal disease or any other sexually transmitted diseases;
10. Any illness or disease other than specified Critical Illnesses as defined herein;
11. Any mental or nervous disorder, anxiety, psychosis, stress or depression; sleep disturbance disorder;
12. Drug abuse or any other complications arising therefrom or any drug accident;
13. The influence of alcohol or any non-prescribed drug;
14. Any Pre-existing Condition or any complications arising therefrom;
15. Any Critical Illness based on a Diagnosis made by You or Your Immediate Family Member or anyone who is living in the same household as You or by a herbalist, acupuncturist or other non-traditional health care provider;
16. Cosmetic, plastic or any elective surgery; surgical or non-surgical treatment of obesity (including morbid obesity) or weight control programs; congenital disease or defect or any complications or conditions arising therefrom;
17. Congenital anomalies or any complications or conditions arising therefrom;
18. Convalescence, custodial or rest cure, vaccination and immunization injections, tests not incident to treatment or diagnosis of an actual disability or any treatment which is not medically necessary;
19. Engaging in a sport in a professional capacity or where you would or could earn income or remuneration from engaging in such sport;
20. Testing of any kind of conveyance or engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography;
21. Willful or deliberate exposure to danger (except in an attempt to save human life), or any injury arising out of non-adherence to medical advice;
22. Any Critical Illness of which, the signs or symptoms first occurred within the Waiting Period (this exclusion shall be waived if the Critical Illness is caused by Accident);
23. Any Critical Illness resulting from a non-disclosed physical or mental condition which existed before the Policy's effective date, or the date of its last reinstatement, or date of any increase of benefit coverage (to the extent of such increase only), whichever is later;
24. Any Critical Illness which You do not survive after the Diagnosis for a period of at least fourteen (14) days (this exclusion shall be waived if the Critical Illness is caused by Accident); or
25. Any investigation(s) or treatment not directly related to a covered Critical Illness or the conditions or Diagnosis necessitating hospital admission

IV. TERMINATION OF COVERAGE

1. The Policyholder may cancel this Policy within 15 days of the Effective Date by giving Us written notice. The Policyholder must return the Policy documents when they cancel the Policy. If no claims have been made by the Policyholder, the premium received will be refunded in full.
2. This Policy shall terminate:
 - a. When premium is not paid when due, subject to the provisions on Policy Grace Period as provided in Part V; or
 - b. On the Anniversary Date when the Policyholder (who is also an Insured Person) no longer fulfills the eligibility as stated under Clause 2 of Part VI herein; or,
 - c. Upon payment of one hundred percent (100%) of the Sum Insured of Critical Illness Benefit to the Policyholder (who is also an Insured Person) and no premium shall be returned; or,

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- d. When there is any fraud or deliberate concealment or non-disclosure in respect of this insurance or any claim hereunder, which shall render this Policy null and void immediately and all the premiums paid and claims under this Policy shall be forfeited.
 - e. Willful or reckless acts or omissions on the part of You or Your insurance intermediary increasing the hazards insured against.
 - f. If the Insurance Commissioner determines that the continuation of the policy would violate or would place the insurer in violation of Republic Act No. 10607, or the Insurance Code, as amended.
3. We may cancel this Policy at any time during the period of insurance by giving You forty-five (45) days' prior notice in writing to Your last known address of the Policyholder or to Your insurance intermediary. In the event of such termination, We shall promptly return the pro-rata premium to You. Such cancellation shall be without prejudice to any claim originating prior thereto.
 4. You may cancel this Policy by giving Us not less than thirty (30) days' prior written notice. Upon termination by You, premiums shall be computed in accordance with the applicable percentage indicated below, but in no event less than Our customary minimum premium:

Covered Period	Retentive Percentage of Annual Premium
6 Months (Minimum)	70%
Over 6 Months	100%

V. PREMIUM PROVISIONS

PREMIUM

The premiums for this Policy will be based on the rates currently in force in the application or agreed in the quotation slip, the plan and the coverage and amount of insurance in effect. However, We reserve the right to change rates at any time if any of the following events take place during the period of insurance:

- a) The terms of the Policy change;
- b) An individual, division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy; (c) There is a change in the factors bearing on the risk assumed;
- c) There is a misrepresentation in the information We relied on in establishing the premium rate;
- d) Any law or regulation is amended to the extent it affects Our benefit obligation.

PAYMENT OF PREMIUM

The first premium is due on or before the Policy's effective date. After the first premium has been settled, subsequent premiums will be due annually on the Anniversary Date unless We agree with the Policyholder on some other method of premium payment. If any premium is not paid when due, the Policy will be cancelled as of the premium due date, except as provided in the Policy Grace Period section as described below.

POLICY GRACE PERIOD

A Policy grace period of thirty-one (31) days shall be granted following the Anniversary Date of Policy for the payment of the required premiums. The Policy shall remain in force during the grace period. If the required premiums are not paid, insurance shall end upon the expiration of the grace period. The Policyholder shall be liable to Us for any unpaid premium for the time the Policy was in force

VI. CLAIMS PROVISIONS

The provisions in this Part VI are all conditions precedent to Our liability to pay under this Policy.

CLAIM PROCEDURES

To ensure prompt processing of the claim, it is important that You submit a completed claim form (claim form is available from Us) together with the following supporting documentation. We reserve the right to request other documents not mentioned hereunder if necessary.

- a) Medical report;
- b) Police report (if any);
- c) Death certificate (if any);
- d) Coroner's report (if any);
- e) Original bills and receipts.

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TIME OF NOTICE OF CLAIM

Written notice of claim must be given to Us within thirty (30) days after occurrence of any Accident or event likely to give rise to a claim under this Policy.

FORMS FOR PROOF OF LOSS

We, upon receipt of such notice, shall furnish to You such forms as are usually furnished by Us for filing Proof of Loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, You 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. All certificates, information and evidence required by Us shall be furnished at Your expense.

SUFFICIENCY OF NOTICE

Notice of claim given by You or on Your behalf to Us or to Our general agent, with particulars sufficient to identify Yourself shall be deemed to be notice to Us. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it is shown that it was not reasonably practicable to give such notice and that notice was given as soon as was reasonably practicable.

CLAIMANT COOPERATION PROVISION

Failure of the claimant to cooperate with Us in the administration of a claim may result in the delay or termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

TIME FOR FILING PROOF OF LOSS

Affirmative Proof of Loss must be furnished to Us at Our said office in case of a claim within ninety (90) days after the date of such loss. If it is shown that it was not reasonably practicable to give such notice within such time, such Proof of Loss must be furnished as soon as reasonably practicable and in any event within one (1) year after the date of such loss.

MEDICAL EXAMINATION AND TREATMENT

We shall have the right and opportunity to examine You when and as often as We may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make an autopsy at Our expense in case of death where it is not forbidden by law. You shall as soon as possible after the occurrence of any injury or sickness, whichever is appropriate, obtain and follow the advice of a Registered Medical Practitioner and We shall not be liable for any consequences arising by reason of Your failure to obtain or follow such advice and use such appliances or remedies as may be prescribed.

FRAUDULENT CLAIMS

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by You or anyone acting on Your behalf to obtain any benefit under this Policy, this Policy shall immediately become terminated and all benefits in respect of such claims shall be forfeited from the date on which the fraudulent claim is proffered.

TIME FOR PAYMENT OF INDEMNITIES

All indemnities provided in this Policy shall be paid immediately after the receipt of due Proof of Loss, except periodic payment. In any event, all claims will be paid within 30 days or a shorter period after reaching an agreement.

RIGHT OF RECOVERY

In the event authorization of payment and/or payment is made by Us for a medical claim which is not covered under this Policy or when the limit of liability of this insurance is exceeded, We reserve the right to recover the said sum or excess actually paid or disbursed by Us from You.

SUBROGATION

In the event of any payment under this Policy, We shall be subrogated to all Insured Person's rights of recovery therefore against any person or organization and the Insured Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

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FREE LOOK

The Policyholder may cancel this Policy within fifteen (15) days of the Policy effective date by giving Us a written notice. The Policyholder must return the Policy documents when it cancels the Policy. If no claims have been made by the Policyholder or any Insured Person on the Policy, the premium received will be refunded in full.

ENTIRE CONTRACT

The Policy, Schedule of Benefits, application, riders, endorsements and attachments (if any) constitute the entire contract of insurance. No statement made by the Policyholder not included herein shall avoid the Policy or be used in any legal proceedings hereunder unless such statement is fraudulent. No agent has authority to change this Policy or to waive any of its provisions. No change in this Policy shall be valid unless approved by Us and such approval be endorsed hereon.

AGE LIMIT FOR INSURED PERSON

The insurance under this Policy shall cover:

- a. For adult – between the ages of eighteen (18) and sixty-five (65) years old (both years inclusive);
- b. For child – must be unmarried and unemployed, between the ages of one (1) and under eighteen (18) years old, renewable up to the age of twenty-five (25) years old if a full time student. All benefits shall terminate on the Anniversary Date following the eighteenth (18th) birthday of the insured child, or twenty-sixth (26th) birthday if the child is a full time student.

MISSTATEMENT OF AGE

If the age of any Insured Person 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 Person has been misstated and if, according to the correct age of the Insured Person, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then Our liability during the period in which the Insured Person was not eligible for coverage shall be limited to the refund of all premium paid for the period covered by the Policy.

PAYMENT OF PREMIUM

The first premium is due on the Policy's effective date. After that, premiums shall be due annually on the Anniversary Date of the Policy unless We agree with the Policyholder in writing to some other method of premium payment. The Policyholder shall remit the premium to Us by electronic wire or some other agreed method of premium payment before the premium due date. If any premium is not paid when due, the Policy shall be cancelled as of the premium due date, subject to the provisions contained in Part V above, and except as provided in the Policy Grace Period section as described below.

POLICY GRACE PERIOD

A Policy Grace Period of thirty-one (31) days shall be granted following the Anniversary Date of the Policy for the payment of the required premiums. The Policy shall remain in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance shall end upon the expiration of the Policy Grace Period. The Policyholder shall be liable to Us for any unpaid premium for the time the Policy was in force.

STATUS CHANGE

You must take full responsibility to inform Us forthwith of any change in respect of the information provided in Your application for this Policy; otherwise We reserve the right to refuse or invalidate all claims under this Policy.

GEOGRAPHICAL LIMIT AND OPERATIVE TIME

Insurance provided under this Policy shall apply twenty-four (24) hours a day anywhere in the world unless endorsed or amended by Us.

TO WHOM INDEMNITIES PAYABLE

All indemnities under the Policy shall be payable to You, otherwise to Your estate in the event of Your death.

LIMITATIONS CONTROLLED BY STATUTE

If any time limitation of this insurance, with respect to giving notice of claim or furnishing Proof of Loss, is less than that permitted by the laws of the Philippines, such limitation is hereby extended to agree with the minimum period permitted by such laws.

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LIMITATION OF TIME FOR BRING SUIT

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after Proof of Loss has been furnished in accordance with the requirements of Part V of this Policy.

ASSIGNMENT

No notice of assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof is filed at Starr International Insurance Philippines Branch, Unit 5, 23rd Floor, Tower 2, The Enterprise Center, 6766 Ayala Avenue cor. Paseo de Roxas, Legaspi Village, Makati City and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-law shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.

COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

REINSTATEMENT OF POLICY

If this Policy lapses due to non-payment of premiums, it may be reinstated with Our prior written approval. Benefits shall not, however, be payable for any Accident or event likely to give rise to a claim under this Policy which occurs while the Policy has lapsed and the provisions on Pre-existing Condition should re-apply as if the Policy commenced on such reinstatement date.

CLERICAL ERROR

Clerical errors made by Us shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid in accordance with the provisions of this Policy and the applicable laws.

DATA PRIVACY

You hereby agree that any personal information collected or held by Us is provided and may be held, used and disclosed by Us to individuals/organizations associated with Us or to any selected third party (within or outside the Philippines) for the purposes of processing any claim under this Policy and providing subsequent services for this and other financial products and services, direct marketing, data matching and communicating with You for such purposes. If You do not wish to receive any direct marketing materials or calls, or wish to request access to and/or correction of any personal information held by Us concerning Yourself, You should write to Our Data Privacy Officer at Starr International Insurance Philippines Branch, Unit 5, 23rd Floor, Tower 2, The Enterprise Center, 6766 Ayala Avenue cor. Paseo de Roxas, Legaspi Village, Makati City.

RENEWAL CLAUSE

This Policy shall be automatically renewable from the Anniversary Date with Our consent by payment of premium in advance at Our premium rate in force at the time of renewal. However, We reserve the right to make adjustments on the premium rates, benefits, terms and conditions of this Policy or not invite renewal at Our discretion, upon giving forty-five (45) days prior written notice mailed or delivered to the Policyholder's last known address on record or its insurance intermediary.

MEDIATION CLAUSE

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

SUIT AGAINST COMPANY CLAUSE

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

SETTLEMENT OF CLAIM CLAUSE

The amount of any loss or damage for which We may be liable under this Policy shall be paid within thirty (30) days after proof of loss is received by Us and ascertainment of the loss or damage is made either by agreement between the Insured Person and Us or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by Us of the proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt. Refusal or failure to pay the loss within the time prescribed will entitle the Insured Person 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.

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CIVIL CODE 1250 WAIVER CLAUSE

It is hereby declared and agreed that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads: "In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment...." shall not apply in determining the extent of liability under the provisions of this Policy.

OTHER INSURANCE

If any loss, damage or legal liability covered under this Policy is also covered by any other insurance, we shall not be liable under this Policy except for any excess beyond the amount payable under such other insurance, provided that the benefit of Accidental Death and Disablement shall not be limited by the foregoing limitation.

GOVERNING LAW

This Policy is subject to the laws of the Philippines and the parties hereto agree to submit to the jurisdiction of the courts of the Philippines.

DISPUTE RESOLUTION

In the event of any dispute which may arise under or in connection with this Policy, whether arising before or after the termination of this Policy, including any determination of the amount of loss, We and the Insured Person agree to participate in a mediation process administered by the Insurance Commission or any recognized mediation institution to resolve such dispute before resorting to arbitration, litigation, or some other dispute resolution procedure. Any mediation process in respect of any claim brought by the Insured Person for loss or damage under this Policy shall be commenced within 30 days after proof of loss is received by Us, and any mediation process must be concluded within 30 days from and after its commencement.

In the event that a dispute is not settled through mediation, either party shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration proceeding to resolve such dispute. However, such judicial or arbitration proceeding shall not be commenced until at least ninety (90) days after the date the mediation shall have been concluded or terminated. In the event the dispute is not settled by mediation, and provided that no party has earlier brought the dispute for resolution by a competent court, either party may submit the dispute to a binding arbitration proceeding in accordance with the Rules of Arbitration of the [International Chamber of Commerce], in which the arbitration panel shall be composed of three disinterested individuals. In either mediation or arbitration, the mediator(s) or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. Any mediation or arbitration and all related proceedings will be conducted in English. If a party submits a document, witness evidence in a language other than English, that party must also submit an accurate English translation of the same. Each party shall bear its own costs and only share equally the common expenses of the mediation or binding arbitration such as the fees to be paid to the mediator or arbitrator and the mediation or arbitration center.

Notwithstanding the pendency of an arbitration proceeding, any aggrieved party may seek an interim or provisional relief, including but not limited to a preliminary injunctive relief or restraint from the appropriate court. This is without prejudice to the right of a party to seek such interim or provisional relief from the arbitral tribunal. Notwithstanding any of the foregoing, in respect of any claim of the Insured Person for loss or damage under this Policy, if no ascertainment of loss is made by the parties through the mediation process and following its conclusion but within 60 days after proof of loss is received by Us, We shall pay the amount of loss or damage claimed by the Insured Person within 90 days after proof of loss is received by Us, without prejudice to any remedy available to Us to recover the amount paid should it be determined thereafter that the claim is not entitled to indemnification under this Policy. In the alternative, if the dispute is not settled by mediation, either party may bring the proper action before the competent courts of Makati City, Philippines, provided that no party has earlier submitted the dispute to binding arbitration.

COMPLIANCE WITH APPLICABLE ECONOMIC AND TRADE SANCTION LAWS

Any benefit or payment under this Policy will only be made in full compliance with all economic or trade sanctions, laws or regulations of any government or jurisdiction, including but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Whenever coverage provided under this Policy would be in violation of any such sanctions, laws or regulations, such coverage shall be null and void ab initio.