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BIGGEST ASSET.**



**BPI FREELANCER
POLICY TERMS AND CONDITIONS**

BPI Freelancer Personal Accident

Basic Terms and Conditions

Schedule

Coverage: Description

Benefit	Limit of Liability		
	Basic	Prime	Elite
Accidental Death & Permanent Disablement (Including Motorcycle Accidents)	250,000.00	500,000.00	1,000,000.00
Utility Bills Payment Assistance	20,000.00	20,000.00	20,000.00
Daily Cash Assistance for Hospitalization (Php1,000.00) per day, max. of 10 days	10,000.00	10,000.00	10,000.00
Premiums	Php 499.00	Php 699.00	Php 1,099.00

Risk Endorsements / Warranties / Clauses :

MOTORCYCLING ENDORSEMENT

"IT IS HEREBY DECLARED AND AGREED that the Insured is covered against accident whilst riding, driving, boarding, and alighting a motorcycle or any two-wheeled motor vehicle, except racing and sports related activities."

UTILITY BILLS ASSISTANCE

"IT IS HEREBY DECLARED AND AGREED that in the event that the Insured Person suffers death and/or permanent disablement resulting from a covered accident, this policy extends to provide lump sum benefit for utility bills up to the amount stipulated in the Schedule of Benefits."

DAILY CASH ASSISTANCE ENDORSEMENT

"IT IS HEREBY DECLARED AND AGREED that the Policy extends to cover disability resulting from a covered accident and/or sickness, which necessitates hospital confinement, for Php 1,000.00 per day, maximum of 10 days."

Hospital shall mean an institution lawfully organized and operated primarily for rendering medical treatment or surgical care to injured persons as in-patients, adequately equipped with at least six (6) beds installed and maintained for 24-hour use by patients, facilities for diagnosis, major medical operations or procedures and 24-hour nursing service by registered nurses, and staffed with one or more licensed physicians available at all times.

Confinement for at least 18 hours as resident patient in a hospital for treatment determined by a duly licensed medical practitioner to be necessitated by injury.

Other Policy Details:

1. This policy is subject to the following attachments:
 - a. War & Terrorism Exclusion Clause
 - b. Date Recognition Clause
 - c. Sanction & Limitation and Exclusion Clause
 - d. Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause
 - e. Motorcycling Endorsement
2. Warranted age limit: 18 - 65 years old
3. Subject to declaration of the name, occupation and date of birth of covered person.
4. Specific exclusion in addition to standard policy exclusions:
 - a. Kidnap and ransom
 - b. Mosquito bites
 - c. Food poisoning
5. This Policy shall not be answerable for any medical, surgical, hospital or other contingent expenses, including death benefits relating to any pre-existing conditions.
6. Daily Cash Assistance extends to provide benefits for covered illness or sickness, which necessitates hospital confinement up to the amount specified in the schedule of benefits.
7. Daily Cash Assistance is subject to seven days (7) waiting period, two (2) days deductible for illness related confinement and no deductible for accident-related confinement.
8. Warranted that only one policy will respond for daily cash assistance benefit in the event that an insured person is covered with two or more policies, whether or not of the same kind.
9. OFWs are not covered under this policy.
10. This policy shall not extend to cover the following:
 - a. Individuals engaging in the following occupations/activities are not covered:
 - i. Members of the armed forces or in the military service. This includes: soldier, police, secret service, detective, army, navy, air force, customs personnel, firemen.
 - ii. Engaging in or performing any exhaustively physical, extraneous or hazardous sports or activities. Extraneous and hazardous activities/sports - any activity that involves chance or adventure increasing peril or putting at risk and in jeopardy the life of an insured person. While exhaustively physical activities are those activities that excessively require intense physical effort. This includes: professional athletes, acrobats, extreme sportsman, stuntmen, automobile racing drivers, aviators, boilermen, sawmill workers
 - iii. Air and sea vessel's crew
 - iv. Engaging in specialized trade or skills involving extraneous and hazardous physical exposure which could result to sudden and grave physical injury or disability, such as: underground and/or underwater operations, forestry personnel, loggers, asylum attendants, laborers erecting or constructing high rise structures*, explosive makers, sawmill workers. (*High rise structures are defined as structures having 12 storeys and up.)
 - v. Accident resulting or caused while the insured is performing or attempting the performance of an unlawful act.
 - b. Any pre-existing condition (see related meaning below*), sickness, disease or ailment manifesting in the Insured person twenty-four (24) months prior to covered period of insurance as stated in this policy schedule, including but not limited to, hypertension, cancer of any form, heart disease, pulmonary disease, renal disease, epilepsy, mental or nervous disorders, diabetes, asthma, scoliosis, arthritis, visual and / or hearing impairment. Gall stone – scheduled operation and all scheduled operations prior availment of this product are not covered. Dental related confinements are also not covered.

PRE-EXISTING CONDITIONS: Any disability: which presented sign or symptoms of which the natural history can be medically determined to have started prior the effective date of coverage or at the time of processing of the Insured Person's application, whether or not the insured person was aware of such Illness or Condition; or for which treatment or medication, or advice, or diagnosis has been sought or received within two (2) years prior the commencement of the Policy by an Insured Person; or which was known by the Insured Person to exist prior to the commencement of the policy whether or not treatment or medication, or advice, or diagnosis was sought or received; this policy does not extend to cover the complications and sequelae of pre-existing conditions.

- c. Any outbreak of any epidemic or pandemic sickness, virus or disease such as, but not limited to, Sever Acute Respiratory Syndrome (SARS), Avian Flu, A(H1N1), Acquired Immune Deficiency Syndrome (AIDS), Sexually Transmitted Diseases and the like.
 - d. Any addiction or abuse of any form of narcotic, drug or medication.
 - e. Any injury resulting from the insured person's practice or utilization, either as pilot or passenger, or a sailplane, hand glider, parasail, parachute, or engaging in any aerial flight other than as a passenger.
 - f. Any injury as a result of scuba diving, wake boarding, water skiing, jet skiing, bungee jumping, and rock climbing.
 - g. War, invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Violence occurring in any assembly or Demonstration, Civil Commotion, Riots, Strikes, Military or Popular rising.
 - h. Suicide or Attempted Suicide (Sane or Insane), Hernia, Alcoholism, Venereal Disease, or Insanity, or Acquired Immune Deficiency Syndrome.
 - i. Earthquake, Volcanic Eruption or Tidal Wave.
 - j. Any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war.
 - k. Engaging, whether for sport or otherwise, in-hunting, racing of all kinds, steeple chasing, polo playing, mountaineering, winter sports, ice hockey, football, or yachting, or using wood working machinery driven by mechanical power.
 - l. Performing or attempting the performance of unlawful act.
 - m. Pregnancy, childbirth or miscarriage, abortion, or complications of any of these.
 - n. Performing or attempting the performance of an unlawful act.
 - o. Intentionally self-inflicted injury.
 - p. Nervous or mental disease or disorder.
 - q. Congenital Disease.
 - r. Reaction to Drug, unless such drug was prescribed by a licensed medical practitioner.
 - s. Continued excessive or compulsive use of alcoholic drinks.
 - t. Ionizing radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
11. Each client/account holder shall be limited to one personal accident cover only. In the event that an insured person is covered under two or more policies of the same program, only one policy will respond in any valid claim.
12. Assignment of beneficiary/ies will be according to the Philippine Civil Law on Succession. Should the Principal Insured wish to specify the beneficiary of this policy, he/she may request for the same personally from BPI MS Head Office, or call (02) 8840-9000.

Endorsements/Warranties/Clauses:

WAR & TERRORISM EXCLUSION CLAUSE

The insurance by this policy excludes: death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in

connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism including but not limited to
 - a. the use or threat of force, violence and/or
 - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
3. any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith;

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any other provision of this policy to the contrary, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same.

Standard Policy Conditions

WHEREAS the Insured has by proposal and declaration which are hereby made a part of this policy applied to the BPI/MS Insurance Corporation, (hereinafter called "the Company") for the insurance hereinafter defined.

NOW THIS POLICY WITNESSETH that subject to the payment by the insured of the sum shown in the schedule as the first premium for the period of insurance stated therein, if at anytime during the said period or any subsequent period for which the Insured shall have paid and the Company accepted a renewal premium, the Insured shall sustain bodily injury caused by violent accident external and visible means which injury shall solely and independently of any other cause result in his death or disablement as hereinafter defined or necessitate medical surgical treatment as herein after defined, the Company will subject to the terms provisos and conditions of and endorsed on this Policy (which terms, provisos and conditions shall so far as the nature of them respectively will permit be deemed conditions precedent to the rights to recover under this Policy), pay to the Insured, the sum of sums of money specified in the Schedule.

The Provisions printed and written by the Company on the succeeding pages hereof form a part of this Contract as fully as if stated over the signature hereto affixed.

PROVISOS

1. This Policy shall not extend to cover:
 - (a) Death or disablement or medical expenses occasioned by or happening through:
 - (i) War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Violence occurring in any assembly or Demonstration, Civil Commotion, Riots, Strikes, Military or Popular Rising.
 - (ii) Suicide or Attempted Suicide (sane or Insane), Hernia, Alcoholism, Venereal Disease, or Insanity, or Acquired Immune Deficiency Syndrome
 - (iii) Earthquake, Volcanic Eruption, or Tidal Wave.
 - (iv) Any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war.
 - (b) Death or disablement or medical expense caused by murder or assault or any attempt thereat.

- (c) Death or disablement or medical expense occurring whilst the Insured is traveling in an aircraft other than one licensed for public passenger service and operated by a regular Air Line on a published scheduled flight over a regular air route between two definitely established airports and in which the insured is traveling as a ticket-holding passenger.
 - (d) Death or disablement or medical expense consequent upon the Insured engaging, whether for sport or otherwise, in hunting, racing of all kinds, steeple chasing, polo playing motor cycling (including pillion riding and/or driving a motor cycle, motor scooter, motor bicycle or any other two-wheeled motor vehicle having one or more riding saddles), mountaineering, winter sports, ice hockey, football, or yachting, or using wood working machinery driven by mechanical power.
 - (e) Death or disablement or medical expense occasioned by or happening through pregnancy or childbirth with respect to women.
 - (f) Death or disablement or medical expense caused while the Insured is performing or attempting the performance of an unlawful act.
2. Compensation shall be payable only when the entire amount of the claim shall have been ascertained and proved to the satisfaction of the Company.
 3. In the event of the death of the Insured all sums of money payable under this Policy shall be paid to the legal personal representatives of the Insured except that compensation for death under benefit A of table of benefits I shall be paid to the Beneficiary(ies) designated in the Schedule hereto whose receipt for such compensation for death shall be final and full discharge of the liability of the Company therefor.

CONDITIONS

1. Written notice shall be given to the Company without unnecessary delay but in any event within three weeks of the occurrence of the injury in respect of which a claim is to be made. In the event of accidental death, immediate notice thereof must be given to the Company.
2. All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured or his legal personal representatives and shall be in such form and of such nature as the Company may prescribe. The insured as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury. The Company shall in case of the death of the Insured be entitled to have a post mortem examination at its own expense. The insured shall as soon as possible after the occurrence of any injury, obtained and follow the advice of a duly qualified medical practitioner and the Company shall not be liable for any consequences arising by reason of the Insured's failure to obtain or follow such advice and use such appliances or remedies as maybe prescribed.
3. The Insured shall give immediate notice in writing to the Company of any change in his address or in his profession or occupation or of the effecting of other Insurances except Coupon against accident, disease or sickness and on tendering any premium for the renewal of this Policy shall give notice in writing to the Company of any disease or sickness and on tendering any premium for the renewal of this Policy shall give notice in writing to the Company of any disease, sickness physical defect or infirmity with which he has become affected or of which has become aware since the payment of the preceding premium.
4. This policy may be renewed from term to term, subject to consent of the Company, by issue of renewal certificate by the Company and by payment of the premium in advance at the Company's premium rate in force at time of renewals. The Policy shall not be renewable after the end of the period of Insurance during which the Insured attains the age of 70 years. The Company may at any time give notice to the Insured to terminate this Policy forthwith without prejudice to the rights of the Insured in respect of prior injury provided that the company return to the Insured the then last premium paid by him less a pro rata part thereof for the period of the year for which the Policy has been in force. Notice to be given by the Company may be given personally to the Insured in writing or sent by registered post addressed to him at his last address known to the Company. By like notice to the Company the Insured may at any time terminate and cancel this Policy in which case the Company will retain the customary short period rate for the time the Policy has been in force.

5. No assignment of the benefits of this policy shall be binding upon the Company unless and until the originals or a duplicate thereof is filed with the Company. The Company does not assume any responsibility for the validity of any assignment. No change of beneficiary under this policy shall bind the Company unless consent thereto is formally endorsed hereon by the Company.
6. If any difference or dispute shall arise with respect to the amount of the Company's liability under this Policy, the same shall be referred to the decision of a single arbitrator to be agreed upon by both parties, or, failing such agreement of a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within two calendar months after having been required in writing to do so by either of the parties, and in case of disagreement between the arbitrators, to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and the costs of and incidental to the reference shall be dealt with in the award. And it is hereby expressly, stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire on the amount of the Company's liability hereunder, if disputed, shall be first obtained. If a claim be made and rejected and an action or suit be riot commenced within twelve months after such rejection or (in case of an arbitration taking place as provided herein) within twelve months after the arbitrators or umpire shall have made their award, then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.
7. **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.
8. **RENEWAL CLAUSE** - Unless the Company at least forty-five (45) days in advance of the end of policy period mails or delivers to the Assured at the address shown in the policy notice of its intention not to renew, or to condition its renewal upon reduction of the limits or elimination of coverages, the Assured shall be entitled to renew the policy upon payment of the premium due on the effective date of renewal.

PERSONAL ACCIDENT TABLE OF BENEFITS

DESCRIPTION OF DISABLEMENT	PERCENTAGE OF THE SUM SPECIFIED IN BENEFIT B OF TABLE OF BENEFITS I
Loss of both hands or both feet or sight of both eyes .	100%
Loss of one hand or one foot and sight of one eye	100%
Loss of one hand and one foot	100%
Loss of one hand	50%
Loss of one foot	50%
Loss of sight of one eye	50%

Loss shall mean the actual permanent loss of use instead of the actual severance of a body part; with regard to eyes, entire and irrecoverable loss of sight. In case of multiple claims, only the highest so specified will be paid for injuries resulting from an accident.

Total Permanent loss of the use of a member shall be treated as loss of such member.

If the injury is not specified the Company will adopt a percentage of disablement, which in its opinion is not inconsistent with the provisions of this table.

The aggregate of all percentages payable in respect of anyone accident shall not exceed 100%.

This contract shall terminate in the event of accidental death as provided therein or upon its expiry.

In any policy year, the aggregate benefits payable under this contract in respect of anyone accident resulting in loss(es) within 180 days from date of accident(s) shall not exceed the principal sum (e.g. loss of life, loss of both hands and feet, loss of sight of both eyes and either hand or foot).

In any policy year, the aggregate benefits under the Dismemberment/Disability Benefits of this contract in respect of one or more accident(s) resulting in loss(es) within 180 days from date of accident(s) shall not exceed the principal sum [i.e., for subsequent accident resulting in any loss(es) which would make the aggregate benefits exceed the principal sum, the amount(s) payable under the Dismemberment/Disability Benefit shall be the principal less the amount(s) paid for previous loss(es)]. However, the payment of the principal sum for such loss(es) shall not terminate the contract in so far as accidental death benefit is concerned.

In any policy year, the amount of benefit payable for loss of life, arising from independent/unrelated accident/event shall always be the principal sum.

Any partial benefit already paid for any loss(es) shall not be carried over in the subsequent policy year (i.e., the amount of benefits to be paid in the succeeding policy year shall not be reduced by any amount paid in the preceding year).

Standard Conditions Applicable to Hospital Cash Plan – Daily Cash Assistance

In this policy, you the named insured, and any other covered family members will be referred to by the words “you,” or “yours,” and BPI/MS Insurance Corporation will be referred to by the words “we,” “our,” “us,” “the Company,” or BPI/MS.”

We agree, are subject to the provisos and the conditions of this Policy, to pay to the named insured or to the named beneficiary the appropriate benefits, whenever injury or sickness, as defined in this Policy, results in your hospital confinement, to the extent specified in the schedule.

This Policy, including endorsements, and the attached riders if any, constitute the entire contract of this insurance.

EFFECTIVITY

The effectivity of this Policy, indicated in the Schedule, shall be subjected to the payment in advance of the premium also shown in the Schedule.

DEFINITIONS

Covered Family Members

Your legal spouse as named in the Policy Schedule and any of your unmarried legitimate or legitimated children at least one year through age twenty-one (21).

Injury

An injury caused solely and directly by violent, accidental, external and visible means, and resulting therefrom independently of any other cause.

Intensive Care Unit

An accommodation or part of a Hospital, other than a post-operative recovery room, which in addition to providing room and board:

- Is established by the Hospital for a formal intensive care program;
- Is exclusively reserved for critically ill patients requiring constant audio-visual observation prescribed and performed by a duly licensed medical practitioner or by a specifically trained registered graduate nurse; and
- Provides all necessary life-saving equipment, drug and supplies in the immediate vicinity on a stand-by basis.

Sickness

A specific illness, disease, or disorder of the human body.

Hospital

An institution lawfully organized and operated primarily for rendering medical treatment or surgical care to sick or injured persons as in – patients; adequately equipped with at least six beds installed and maintained for 24-hour use by patients, facilities for diagnosis, major medical operations or procedures and 24-hour nursing service by registered nurses; and staffed with one or more licensed physicians available at all times.

The term “hospital” shall not apply to any establishment primarily operated as a convalescent or nursing home, or as a rest home for the aged, or to any institution primarily operated for the treatment and care of persons suffering from alcoholism or drug addiction, or from nervous or mental disorder.

Hospital Confinement

Confinement for at least eighteen (18) hours as an in-patient in a hospital for treatment determined by a duly licensed medical practitioner to be necessitated by injury or sickness.

Pre-Existing Condition

Any disability which presented signs or symptoms of which the natural history can be medically determined to have started prior to the effective date of coverage or at the time of processing of the Insured Person's Application, whether or not the Insured Person was aware of such Illness or Condition; or for which treatment, or medication, or advice, or diagnosis has been sought or received within the two (2) years prior to the commencement of the Policy by an Insured Person; or which was known by the Insured Person to exist prior to the commencement of the Policy whether or not treatment, or medication, or advice, or diagnosis was sought or received.

Pre-Existing Conditions shall always include the following Disabilities, their complications and sequelae:

- Mass/Tumor/Cyst of Internal Organs
- Hemorrhoids/Anal Fistula
- Diseased Tonsils and Sinus Conditions requiring Surgery
- Cataract/Glaucoma
- Pathological Abnormalities of Nasal Septum or Turbinates
- Goiter and other Thyroid Disorders
- Hernia/Benign Prostatic Hypertrophy
- Endometriosis
- Asthma/Chronic Obstructive Lung Disease
- Epilepsy
- Spinal Column Abnormalities
- Tuberculosis
- Chronic Cholecystitis
- Gastric or Duodenal Ulcer
- Hallux Valgus
- Hypertension and other Cardiac/Vascular Diseases

- Calculi
- Mass/Tumors/Cyst on Skin, Muscular Tissue, Bone or any form of Blood Dyscracias
- Diabetes Mellitus
- Collagen/Auto-immune Disease
- Cerebrovascular Accident/Transient Ischemic Attack

For newly covered disease or illness, the one-year maximum waiting period for such disease or illness applies.

BENEFITS

Hospital Confinement Due to Injury

If any injury results in your hospital confinement, we will pay the daily hospital cash benefit for the duration of such confinement following the exclusion period up to a maximum of 180 days with respect to each injury.

Hospital Confinement Due to Sickness

If sickness results in your hospital confinement, we will pay the daily hospital benefit for the duration of such confinement following the exclusion period up to a maximum of 180 days with respect to each sickness.

Repeated Hospital Confinement

If benefits have become payable under this Policy as a result of a certain injury or sickness, and you are again confined in a hospital because of the same injury or sickness, or of a related one, such subsequent confinement shall be considered a continuation of the previous confinement. In such case, benefits will resume on the first day of the subsequent confinement, and the total combined benefit payments shall be subjected to the 180 days – maximum.

If you actually engage in normal activities for six months or more between hospital confinements, the subsequent period of confinement shall be deemed for a new illness or injury or to have resulted from a different and unrelated injury or sickness. Benefit payments for such subsequent confinement will begin with the first day after the exclusion period for a new illness or injury and continue for the duration of your confinement up to a maximum of 180 days.

PROVISOS

Payment of Benefits

Regardless of the number of injuries, ailments or health conditions existing at any one time which result in, or are discovered during, the same hospital confinement, only one daily hospital cash benefit will be payable.

All benefits will be payable to the Insured named in the Policy Schedule. Any benefits remaining unpaid at the death of the named Insured will be paid to the beneficiary or beneficiaries specified in the Policy Schedule.

Any benefits under the terms of this Policy remaining unpaid at the time of your discharge from the hospital will be paid to the Insured within seven days after the presentation of claim documents.

Exclusion for Pre-existing Injury, Sickness, or Condition

We will not pay any benefit for hospital confinement occurring during twenty four (24) months of your coverage if such confinement be directly attributable to an injury, disease, sickness, or condition already existent on the inception of such coverage, or for which you received medical advice, attention or treatment during the one year immediately before the effective date of this Policy.

Other Exclusions

This Policy does not cover hospital confinement caused by:

1. Any outbreak of any epidemic or pandemic sickness, virus or disease such as, but not limited to, Severe Acute Respiratory Syndrome, Avian Flu, A(H1N1), Acquired Immune Deficiency Syndrome (AIDS), Sexually Transmitted Disease (STD) and the like.
2. Any accident or injury to the Insured Person occurring while engaged in an organized sports competition of any kind, undertaken on a professional or sponsored basis.

3. Any addiction or abuse of any form of narcotic, drug or medication.
4. Any injury or death resulting from the Insured Person's practice or utilization, either as a pilot or passenger, or a sailplane, hang glider, parasail, parachute, or engaging in any aerial flight other than as a passenger.
5. Any injury or death as a result of scuba diving, wake boarding, water skiing, jet skiing, bungee jumping, rock climbing.
6. War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Violence occurring in any assembly or Demonstration, Civil Commotion, Riots, Strikes, Military or Popular Rising.
7. Suicide or Attempted Suicide (sane or Insane), Hernia, Alcoholism, Venereal Disease, or Insanity, or Acquired Immune Deficiency Syndrome.
8. Earthquake, Volcanic Eruption, or Tidal Wave.
9. Any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war.
10. Murder or assault or any attempt thereat.
11. Traveling in an aircraft other than one licensed for public passenger service and operated by a regular airline on a published scheduled flight over a regular air route between two definitely established airports and in which the insured is traveling as a ticket-holding passenger.
12. Engaging, whether for sport or otherwise, in-hunting, racing of all kinds, steeple chasing, polo playing motorcycling (including pillion riding and/or driving a motor cycle, motor scooter, motor bicycle or any other two-wheeled motor vehicle having one or more riding saddles), mountaineering, winter sports, ice hockey, football, or yachting, or using wood working machinery driven by mechanical power.
13. Pregnancy or childbirth, miscarriage, abortion or complications of any of these.
14. Performing or attempting the performance of an unlawful act.
15. Intentionally self-inflicted injuries.
16. Nervous or mental disease or disorder
17. Congenital disease
18. Reaction to a drug, unless such drug was prescribed by a licensed medical practitioner.
19. Continued excessive or compulsive use of alcoholic drinks.
20. Ionizing radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

CONDITIONS

Notice of Claim

Please notify us at our Head Office within the first fifteen (15) days of any hospital confinement for which benefits are payable under this Policy.

Claim Forms

As soon as we receive a notice of claim under this Policy, we will furnish the Insured with the proper forms, which must be accomplished to confirm hospital confinement.

Medical Examination

We reserve the right and the opportunity to have you medically examined at our expense in case of a claim.

Misstatement of Age

If your age, as the Insured, has been misstated, we shall have the right to discontinue coverage after verification.

Other Insurance of This Type

You may purchase and have in force only one policy of this type from BPI/MS. All premiums paid for any other policies of this type purchased from BPI/MS will be refundable to you.

Excess of Other Insurance Coverage

Coverages provided by this policy are excess; which means that if at the time of occurrence, the Insured has other

valid and collectible insurance, this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage. If the event is covered by more than one of the policy coverages, the Company will only pay the amount from the coverage under which the Insured first filed the claim.

Termination

This policy shall terminate (a) when any premium on the policy is not paid when due, or (b) upon your written request to BPI/MS, or (c) automatically, upon the Insured's attainment of his sixty fifth birthday, or (d) due to misrepresentation of any material fact.

Renewal Clause

Unless the Company, at least forty five (45) days in advance of the end of the policy period mails or delivers to the insured at the address shown in the policy notice of its intention not to renew the policy or to condition its renewal upon reduction of its limits or elimination of coverages, the insured shall be entitled to renew the policy upon payment of the premium due on the effective date of the renewal.

To Whom Payable Clause

In case of the Principal Insured's death, benefits shall be paid to the beneficiary/ies indicated in the Policy Schedule. In the absence of a named beneficiary/ies, the Principal Insured shall be deemed to have named the following as his beneficiary/ies in the order indicated and the proceeds under this Policy shall be paid accordingly:

To the Principal Insured's:

- a) widow or widower, or
- b) surviving children, or
- c) surviving parents, or
- d) surviving brothers and sisters, or
- e) estate

All other indemnities are payable to the Principal Insured.

Action Against Company

No action at law or in equity shall be brought to recover on this Policy before the expiration of ninety (90) days after the written proof of hospital confinement has been submitted to us.

If a claim be made and rejected and an action or suit be 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 twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to include, join, or implead the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. The Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

Settlement of Claim Clause

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

Data Privacy Clause

The Insured allows the representatives, officers, assignees, subsidiaries or affiliates of the Insurer to process its personal information which may be confidential or sensitive in nature to proceed with the conduct of business and

make necessary disclosures thereto. All documents and records furnished by the insured shall be afforded with protection as dictated by the industry standards and as permitted by the Data Privacy Act of 2012 and its implementing rules and regulations.

Mediation Provision

In the event of any controversy or claim arising out of or relating to this contract, or a breach thereof, the parties hereto agree first to try and settle the dispute by 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.

Arbitration Clause

All differences as to the amount of any loss or damage covered by this 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 thirty (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 arbitrator or arbitrators or umpire shall be condition precedent to any right against the Company.

If a claim be made and rejected and an action or suit be not commenced within twelve months after such rejection or (in case of an arbitration taking place as provided herein) within twelve month after the arbitrator or arbitrators shall have made their award then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Changes in Policy Contract Clause

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

Omnibus Clause

All applicable provisions of the Presidential Decree No. 612, otherwise known as the Insurance Code, are deemed to have been incorporated in this Policy, certificate or contract of insurance and will supersede any agreement/condition inconsistent therewith.

Short Period Rate Scale

The following scale of rates shall apply to Policies issued or renewed for less than one year and shall also be used in calculating return premiums on Policies cancelled and not replaced:

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

5.3 Fraud

If **you** make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this **policy** shall become void from the beginning and all claims hereunder shall be forfeited.

5.4 Geographical Coverage Worldwide

5.5 Interpretation

The construction, interpretation and meaning of the terms, conditions, exclusions and limitations of this **policy** shall be determined in accordance with the laws of Philippines and in accordance with the English text as it appears in this **policy**.

5.6 **Notice of Trust or Assignment**

We shall not accept or be affected by notice of any trust or assignment or the like which relates to this **policy**.

5.7 **Other Insurance**

This **policy** shall apply in excess of any other valid and collectible insurance policy available to you, including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the Sum Insured under this **policy**.

5.8 **Sanctions**

We shall not be deemed to provide cover nor shall **we** be liable to pay any claim or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of European Union, United States of America, United Kingdom and/or any other applicable national economic or trade sanction law or regulations.

5.9 **Subrogation**

In the event of any payment under this policy, the Insurer shall be subrogated to all your rights of recovery therefor against any person or organization and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. You shall do nothing after loss to prejudice such rights.

5.10 **Arbitration**

If any difference or dispute may arise with respect to the amount of the Insurer's liability under this Policy the same shall be referred to the decision of a single arbitrator to be agreed upon by both parties or failing such agreement of a single arbitrator to the decision of two arbitrators one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties and in case of disagreement between the arbitrators to the decision of a third arbitrator who shall have been appointed in writing by the arbitrators before entering on the reference and the costs of and incidental to the reference shall be dealt with in the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator or arbitrators of the amount of the Insurer's liability hereunder if disputed shall be first obtained.

If a claim be made and rejected and an action or suit be not commenced within twelve (12) months after such rejection or (in case of an arbitration taking place as provided herein) within twelve (12) months after the arbitrator or arbitrators shall have made their award then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5.11 **Governing Law**

This **policy** will be governed by and interpreted in accordance with the laws of Philippines.

5.12 **Mediation**

In the event of any controversy or claim arising out of or relating to this contract, or breach thereof, the parties hereto agree first to try and settle the dispute by 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.

5.13 **Settlement of Claim Clause**

The amount of any loss or damage for which the Insurer may be liable, under this policy shall be paid within thirty (30) days after proof of loss is received by the Insurer and ascertainment of the loss or damage is made either by agreement between you and the Insurer or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by the Insurer 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 or damage within the time prescribed herein will entitle the assured 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 failure or refusal to pay is based on the grounds that the claim is fraudulent.

5.14 **Civil Code Article 1250 Waiver Clause**

It is hereby further 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.

5.15 **Data Privacy Clause**

You allow the representatives, officers, assignees, subsidiaries or affiliates of the **Insurer** to process **your** personal information which may be confidential or sensitive in nature to proceed with the conduct of business. All documents and records furnished by **you** shall be afforded with protection as dictated by the industry standards. **You** hold the **Insurer**, its representatives, officers, assignees, subsidiaries or affiliates free and harmless from any liability for disclosures done within reasonable conduct of business or upon lawful order of the court or regulatory agencies.