

POLICY TERMS AND CONDITIONS

MyHEALTH INDIVIDUAL MEDICAL PLANS

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MyHEALTH MEDICAL POLICY

In consideration of the proposal and declaration made by or on behalf of the Insured or the Insured Person(s) (hereinafter called "you") which form part of this contract and are incorporated herein and subject to the payment of premium, due observance and fulfilment of the terms, conditions and exclusions of this Policy insofar as they relate to anything to be done and complied with by the Insured or the Insured Person(s), if any of the Events referred to in this Policy shall happen, QBE Seaboard Insurance Philippines, Inc. (hereinafter called "the Company") shall pay the Benefits to the Insured Person(s) or in the case of his or her death, to his or her beneficiary/ies Estate.

I - DEFINITIONS

The following defined terms shall have the meaning set out as follows in this Policy:

1. **ACCIDENT or ACCIDENTAL:** A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.
2. **ACTIVE CANCER TREATMENT:** A course of treatment intended to affect the growth of the cancer by shrinking the cancer, stabilising it or slowing the spread of disease, and not given solely to relieve symptoms or to prevent a recurrence. It also includes the first consultation with the oncologist after the last treatment in the last planned course of active cancer treatment, and any associated diagnostic scans and tests.
3. **ASSISTED CONCEPTION:** The use of medical technology to increase the number of eggs during ovulation or to bring a human sperm and an egg, or eggs, close together, thereby increasing the chance of conception. This includes but is not limited to Intra-uterine insemination (IUI), In vitro fertilisation (IVF), intracytoplasmic sperm injection (ICSI) or the use of any form of treatment to induce or increase ovulation.
4. **ASEAN NATIONS (EXCLUDING SINGAPORE):** Indonesia, Myanmar, Vietnam, Thailand, Malaysia, Laos, Cambodia, Brunei and Philippines
5. **BEHAVIOURAL OR DEVELOPMENTAL DISORDER:** A disability classified in categories F50 to F98 of the International Classification of Diseases 10th Revision (2010 version).
6. **BENEFITS SCHEDULE:** The schedule(s) showing each of the benefits available under this policy and the limit available for those benefits.
7. **CO-INSURANCE PERCENTAGE:** The share of expenses for which you are liable, shown on the benefits schedule.
8. **COMPLICATIONS OF PREGNANCY:** Acute nephritis, nephrosis, cardiac decompensation, missed abortion, ectopic pregnancy, puerperal infection, eclampsia, toxemia, or hydatidiform mole. It also includes a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy, and which requires confinement or surgery prior to the full term of pregnancy to avoid the threat of permanent damage to the life or health of the mother.
9. **COMPLEMENTARY MEDICINE:** Therapeutic services rendered by one of the types of practitioner listed in the Complementary Medicine and Traditional Chinese Medicine section of the benefits schedule, other than someone related to you by blood, marriage or adoption, who is qualified by education and training and, if required or permitted to be licensed or registered by the laws of the place where service took place, is licensed or registered in that place, and who in performing such services is acting within the scope and training of that discipline.
10. **CONFINEMENT:** A continuous period of not less than 18 hours as a registered bed patient in a hospital.
11. **CONGENITAL CONDITION:** Any condition classified as a congenital anomaly in the International Classification of Diseases 10th Revision (2010 version).
12. **COSMETIC TREATMENT:** Surgery, chemical treatment, or other procedures performed to reshape or modify structures of the body or physical appearance.
13. **CUSTODIAL OR MAINTENANCE CARE:** Care provided mainly:
 - a. For personal needs, comfort or convenience for which specialised medical training or skills are not necessary; or
 - b. To maintain, rather than improve, a physical or mental function, or to provide a protected environment, including physician-prescribed bed rest.
14. **DEDUCTIBLE:** An amount shown on the benefits schedule corresponding to a benefit available under this policy. We are entitled to deduct this amount from any payment of expenses.
15. **DENTAL TREATMENT:** Evaluation, diagnosis, prevention, and surgical or non-surgical treatment of diseases, disorders and conditions of the oral cavity, maxillofacial area and the adjacent and associated structures.
16. **DENTIST:** A properly qualified practitioner other than someone related to you by blood, marriage or adoption, who is licensed by the competent authorities of the country in which treatment is provided to render dental treatment, and who in rendering such treatment is practicing within the scope of his or her licensing and training.
17. **DEPENDENT:** Your spouse; Each of your unmarried children, stepchildren or adopted children who are under nineteen (19) years of age for all or part of the period of insurance or, if a full-time student and primarily dependent on you for support and maintenance while a full-time student, under twenty-three (23) years of age for all or part of the period of insurance.
18. **DIAGNOSTIC SCANS AND TESTS:** Medically necessary tests and procedures prescribed by an attending physician to investigate the cause and nature of symptoms of a disability. Limited to the following tests and scans unless otherwise stated on the benefits schedule: laboratory tests and pathology, CT scan, PET Scan, MRI, ultrasound, ECG, endoscopic exams, and x-ray.
19. **DISABILITY:** An illness or injury, and any symptoms, sequelae, or complications thereof. In the case of injury, it means all injuries arising from the same event or series of contiguous events.
20. **EFFECTIVE DATE:** The date specified on the namelist as the date on which the period of insurance in respect of any insured person commences under this policy. The Policy shall become effective upon payment of the initial premium on the effective date. The effective date shall be used as the basis in determining the policy anniversaries, premium due dates, policy years, and policy months.
21. **EMERGENCY:** A sudden change in your health which requires urgent medical or surgical intervention to avoid permanent damage to your life or health.
22. **EMERGENCY ASSISTANCE PROVIDER:** APRIL Assistance
23. **EXPENSES:** Amounts you incur during the period of insurance for a medically necessary service and which fall within the categories of benefits shown on the benefits schedule.
24. **EXTERNAL PROSTHESIS:** An artificial body part prescribed by an attending physician as part of treatment relating to a disability covered by this policy.
25. **FULL MEDICAL UNDERWRITING:** means that you provide us with a detailed medical history on the Full Medical Underwriting Application Form to enable us to decide whether to accept or decline your application and whether we need to apply any specific exclusions or loadings to your policy.
26. **HEREDITARY CONDITIONS:** An illness caused by a genetic abnormality passed down from the parents' genes. It does not include cancers where the hereditary condition is not causing other symptoms.
27. **HIV/AIDS:** Infection with the Human Immunodeficiency Virus and any mutation thereof and/or Acquired Immune Deficiency Syndrome ("AIDS") and any symptoms relating thereto or illnesses arising therefrom. AIDS includes any cancer or infection in an HIV-infected person who, on or at any time before the date of service, had a CD4 T-cell count below 200 cells per microliter. HIV/AIDS costs may only be claimed under the HIV/AIDS section of the benefits schedule, and no other type of benefit under this policy provides coverage in connection with HIV/AIDS.
28. **HOME COUNTRY:** The country of the passport or identity document of insured persons listed on the application or notified to us under the terms governing material changes. For any dependent who does not have a passport, it will be the home country of their policyholder.
29. **HOSPICE OR PALLIATIVE TREATMENT:** A program of medical, psychological, social, and spiritual care provided to persons who have been diagnosed as suffering from a terminal illness. Treatment must be prescribed by a physician and provided by a hospital or institution licensed by the competent medical authorities of the country in which care is provided and which, in providing care, is practicing within the scope of its license. Hospice or palliative treatment costs may only be claimed under the hospice or palliative treatment section of the benefits schedule, and no other type of benefit under this policy provides coverage in connection with hospice or palliative treatment.

30. **HOSPITAL:** An institution licensed by the competent medical authorities of the country in which it is located to provide care and treatment of sick and injured persons as bed patients and which:
- Has full diagnostic, therapeutic and surgical procedures; and
 - Provides 24 hour a day nursing services by registered graduate nurses; and is supervised by a staff of physicians; and
 - Is not primarily a clinic, an intermediate care facility or nursing home, a mental institution, a home for the aged, or a place for alcoholics or drug addicts.
31. **HOSPITAL ROOM AND BOARD:** Room and board and general nursing care, subject to the following accommodation levels as stated on the benefits schedule.
- STANDARD PRIVATE ROOM** – The base class of rooms having one (1) patient bed per room with an en-suite bath or shower room. Standard private room does not include a suite.
- SEMI-PRIVATE ROOM** – A class of room having two (2) patient beds per room and shared bath or shower room, whether both beds are occupied or not.
- WARD** – A class of room having three (3) or more patient beds per room, whether all beds are occupied or not.
32. **INTENSIVE CARE UNIT:** A class of room dedicated to the constant, close monitoring of the vital body functions of critically ill patients, which provides a high ratio of nursing staff to patients, and which has full facilities for the resuscitation of patients. This definition also includes a coronary care unit which has facilities not less comprehensive than those described above.
33. **INJURY:** Identifiable physical damage to your body which is caused by an accident solely and independently of any other causes, is not intentionally self-inflicted, and does not result from illness.
34. **INTERMEDIARY:** The authorised agent, broker or financial advisor who arranged this cover.
35. **INTERMEDIATE CARE FACILITY OR NURSING HOME:** A place devoted to providing support services for individuals requiring medical, nursing, or custodial or maintenance care in a residential setting.
36. **ILLNESS:** A physical condition, including symptoms, sequelae, or complications, marked by a pathological deviation from the normal healthy state during the period of insurance.
37. **INSURED PERSON:** The person/persons identified in the namelist.
38. **KIDNEY DIALYSIS:** Hemodialysis and peritoneal dialysis. Kidney dialysis expenses may only be claimed under the kidney dialysis section of the benefits schedule, and no other type of benefit under this policy provides coverage in connection with kidney dialysis.
39. **MAJOR DENTAL TREATMENT:** Surgical removal of impacted, buried, or unerupted teeth/roots or odontomes; treatment of disorders of the temporomandibular joint (TMJ); orthodontics; dental implants; root canal therapy or apicoectomy; dentures (new/repair of old); gold, amalgam, composite or porcelain inlays, onlays, crowns and bridges; treatment by a dentist of illnesses of the oral mucosa and directly related laboratory tests or pathology services; antibiotics or medicines for pain management for which a prescription is required for purchase and which have been prescribed by a dentist; periodontics, deep oral prophylaxis or root planing.
40. **MEDICAL APPLIANCES:** The following items and their accessories if prescribed by a physician for a disability: cranial helmets, nebulisers, oxygen pumps and masks, hearing aids, corrective splints, insulin pumps, infusion pumps, glucose monitors and lancets, orthotic/orthopaedic braces and supports, tracheo-esophageal voice prosthesis, arch support, and consumable diabetes or ostomy supplies.
41. **MEDICAL CHECKUP:** Consultations and tests that are undertaken without any clinical signs or symptoms being present.
42. **MEDICALLY NECESSARY:** Possessing an identifiable relationship to either a covered disability or symptom(s) of a disability which if existing would be covered under the policy.
- A therapeutic service required to prevent permanent damage to life or health where you have an illness or injury; or
 - A diagnostic service to determine whether therapeutic services are necessary, where you have active symptoms, the cause of which are unknown, but which are suggestive of an illness or injury.
43. **MEDICINES AND DRUGS:** Medicines and drugs for which a physician's prescription is required for purchase, and which have been dispensed by a physician's office or by a licensed pharmacist after having been prescribed by a physician.
44. **MENTAL AND NERVOUS CONDITION:** Any condition classified as a mental and behavioural disorder in the International Classification of Diseases 10th Revision (2010 version).
45. **MINOR DENTAL TREATMENT:** Dental checkup; amalgam, composite or porcelain inlays, onlays, or fillings; routine tooth cleaning, scaling, and prophylaxis (including when done by an oral hygienist); simple extractions; and application of sealants.
46. **MOBILITY AIDS:** Crutches, canes, walkers, manual wheelchairs and non-motorised knee scooters.
47. **NAMELIST:** A section of the policy identifying the insured persons covered under this policy.
48. **NEONATAL DISABILITY:** A disability which existed during the neonatal period, and any disabilities directly or indirectly arising therefrom or relating thereto. It includes pre-term birth and any congenital conditions which are diagnosed or present symptoms of which medical professionals or parents are aware or reasonably should be aware of during the neonatal period.
49. **NEONATAL PERIOD:** The period between birth and either the 28th day of life or the 15th day after discharge from hospital (dates inclusive), whichever is later.
50. **NEWBORN INFANT:** A child under 28 days of age.
51. **ORAL HYGIENIST:** A properly qualified employee of a dentist who is licensed, if required, by the competent medical authorities of the country in which treatment is provided to render services such as cleaning and anesthesia, and who is rendering such treatment at the direction of, and under the direct supervision of a dentist.
52. **ORGAN TRANSPLANTATION:** Transplantation of a cornea, kidney, heart, liver, lung or bone marrow from one human to another
53. **PANEL NETWORK:** Medical providers in our network who are indicated as panel network providers in the current Outpatient Direct Billing network list.
54. **PARENTAL ACCOMMODATION:** A fee for an additional bed in the same room for a parent or legal guardian staying with a dependent child covered under this policy who is admitted as an inpatient in a hospital for the treatment of a covered disability.
55. **PERIOD OF INSURANCE:** The period starting at 00:00 a.m. Philippines time on the first day shown on the policy cover page and ending at 11:59pm Philippines time on the last day shown on the policy cover page. If an insured person has been added to the policy mid-year, it means the period shown on the namelist in respect of that insured person. If this policy is renewed, the effective date shown on the renewal endorsement will be first day of the new period of insurance.
56. **PHYSICIAN:** A doctor of western medicine other than someone related to you by blood, marriage or adoption, who is licensed by the competent medical authorities of the country in which treatment is provided, and who in rendering such treatment is practicing within the scope of his or her licensing and training.
57. **PHYSIOTHERAPY:** Treatment of a disability by physical methods such as manipulation and mobilisation, Transcutaneous Electrical Neural Stimulation, heat treatment, and exercise rather than by drugs or surgery. Treatment must be performed by a physiotherapist, other than someone related to you by blood, marriage or adoption, acting within the scope and training of the physiotherapy discipline and who, if required or permitted to be licensed or registered by the laws of the place where service took place, is licensed or registered in that place.
58. **POLICYHOLDER:** The person named in the policy cover page as the policyholder.

59. **POST-HOSPITALISATION BENEFITS:** Physician consultation fees, diagnostic scans and tests, medicines and drugs, physiotherapy, rental of mobility aids ordered/prescribed by a physician following confinement and used as a direct consequence of the disability which led to confinement.
60. **PRE-AUTHORISATION:** Means the determination by us that a service is medically necessary and appropriate, including consideration of the need for the proposed level of care and thavailability of alternatives.
61. **PRE-EXISTING CONDITION:** Any disability:
- Which existed before the period of insurance and which presented signs or symptoms of which you were aware or should reasonably have been aware of; or
 - For which you have sought or received treatment, medication, advice or diagnosis in the two (2) years before the period of insurance; or
 - Which you knew to exist before the period of insurance and whether or not you sought or received treatment, medication, advice, or diagnosis for it.
62. **PRE-HOSPITALISATION BENEFITS:** Physician consultation fees, diagnostic scans and tests, medicines and drugs used as a direct consequence of the disability which led to confinement.
63. **PRE-TERM BIRTH:** Birth of a living child before 37 weeks of pregnancy are completed.
64. **PROFESSIONAL FEES:** Surgeon's fees, anaesthetist fees, dietician fees, general nursing fees, physiotherapist fees, speech therapist fees and attending physician fees.
65. **REASONABLE AND CUSTOMARY:** An amount comparable to that charged by others of similar professional standing in the same locality, for the same class of hospital room, for a person of similar sex and age, for a similar disability, without regard to ability to pay or the availability or adequacy of insurance. Where an insured person stays in a hospital room above the hospital room and board level shown on the benefits schedule, reasonable and customary charges will be limited to comparable charges for the highest class of room for which the insured person is covered.
66. **RECONSTRUCTIVE SURGERY:** Surgery performed to improve the function or appearance of abnormal structures of the body caused by a disability.
67. **REFERRAL:** A dated, written letter or note from an attending physician prior to commencement of treatment identifying you, the disability to be treated and the reasons for treatment.
68. **REHABILITATION CENTRE:** A facility specifically licensed to care for people who have suffered neurological, musculoskeletal, orthopaedic and other serious medical conditions and are not yet able to care for themselves at home. It must be:
- ▶ A unit within a hospital or a separate facility having accommodation for bed patients;
 - ▶ organised to provide an intensive rehabilitation program to inpatients;
 - ▶ under supervision of a physician; and
 - ▶ staffed full-time by nurses working under the supervision of a registered nurse.
69. **REHABILITATION TREATMENT:** Treatment following a disability upon referral by an attending specialist to restore normal form/near to normal form or function to the body. In addition to room and board and general nursing fees, the following additional costs incurred while admitted to the rehabilitation centre will be covered under this benefit:
- occupational therapy fees
 - special treatment room fees
 - speech therapy fees
70. **REHABILITATION CENTRE SERVICES** must be certified by a specialist as medically necessary. The factors to be considered in making such certification must include, but are not necessarily limited to,
- The type and severity of the illness or injury, and the insured person's overall state of health and prior treatment history;
 - The amount of therapy expected to be performed every day;
 - The risk of deterioration or non-recovery of function if therapy is not completed; and
 - The extent to which the insured person will be able to perform activities of daily living during the rehabilitation period. We reserve the right to require re-authorisation of rehabilitation centre services at any time upon notice to the insured.
71. **SEXUALLY TRANSMITTED DISEASE:** Illness classified as an infection with a predominantly sexual mode of transmission in the International Classification of Diseases 10th Revision (2010 version).
72. **SUDDEN ILLNESS OR INJURY:** Either a disability occurring wholly and exclusively during the first 30 travel days of any trip outside your area of cover; or a disability existing prior a trip outside your area of cover which had not required any advice (other than routine follow-up), treatment or any new/changed medication in the 30 days prior to the time you commenced your journey.
- In the case of an injury, the accident must occur during the trip in which treatment is obtained. Sudden illness or injury does not include any disability of which symptoms existed prior to the start of the trip and which would have caused a reasonable person to seek medical care, and it does not include pregnancy or complications of pregnancy.
73. **SURGERY:** Cutting or destruction of tissue performed by a physician involving the use of surgical instruments, ultrasound, heat, cold, or radiation. It also includes reduction of broken bones or manipulation of a joint under anaesthesia, when performed by a physician.
74. **SURGICAL IMPLANTS:** A device or devices which are surgically implanted to form a permanent or long term part of the body but does not include external prosthesis.
75. **TERMINAL ILLNESS:** An illness that is approaching its final stages, will lead to death and for which treatment can no longer be expected to cure.
76. **TRAVEL DAYS:** Successive 24-hour periods between the time you first arrive at an international border of a country outside your country of residence, and the time you next arrive at an international border of a country within your area of cover.
77. **UNITED STATES OF AMERICA (USA):** The United States of America (including its territories and possessions).
78. **USUAL COUNTRY OF RESIDENCE:** The country in which the policyholder spends the greatest amount of time during the period of insurance.
79. **WAR:** War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
80. **WE, US, OUR, THE COMPANY:** QBE Seaboard Insurance Philippines, Inc.
81. **YOU, YOUR:** The policyholder and/or his or her family members named on the namelist.

II - ADMINISTRATION AND GENERAL CONDITIONS

1. OUR CONTRACT WITH YOU

- 1.1. These terms and conditions need to be read together with the policy cover page, the namelist, the benefits schedule, and any endorsement(s). All of these documents, together with the statements made in your application and any documents or statements submitted in connection with, or referred to in your application; make up the entire policy.
- 1.2. No change to the policy will be effective unless contained in a written endorsement signed by us.
- 1.3. This policy uses defined terms. Defined terms have the same meaning wherever they appear. The meaning given to a defined term can be found in the definitions section at the start of these terms and conditions.

2. ELIGIBILITY AND RENEWABILITY

- 2.1. The maximum age (attained age) at enrolment for any person insured under this policy is 65.
- 2.2. The policyholder must have attained the age of 18 on the date of application.
- 2.3. The plan may be renewed until age 99
- 2.4. The policyholder must reside in Philippines.
- 2.5. The following persons are eligible for cover under a single policy:
 - a. The policyholder
 - b. The policyholder's spouse
 - c. The policyholder's children or grandchildren.
 - d. The policyholder's parents or siblingsChildren means insured person's natural children, legally adopted children, and stepchildren.
The policyholder must be insured to add his partner and/or family members.

3. FREE LOOK PERIOD

- 3.1. The Insured Person/s will be given five (5) calendar days to review and examine the Policy after it was purchased from the Insurer. During this period, the Insured Person/s may return the Policy to the Insurer for a full refund of paid premium, less benefits paid. The policy will be deemed void from the effective date.

4. CO-INSURANCE AND DEDUCTIBLES

- 4.1. All expenses will be paid in excess of any deductible that applies and after we have applied any co-insurance percentage. If three or more members of your family suffer injury in the same accident while covered under this policy, we will pay expenses in excess of only one deductible, which shall be the largest of the deductibles which would have otherwise applied.

5. WHERE ARE YOU COVERED?

- 5.1. This plan covers services rendered within the area of cover stated in the benefits schedule.
- 5.2. Services rendered outside the area of cover will, subject to the limit for Out of Area Cover shown on the benefits schedule, be covered only if they are directly caused by sudden illness or injury occurring during the first 30 travel days of any trip outside the area of cover. This section does not apply to any trip:
 - 5.2.1. Commenced or continued against the orders or advice of any physician or other medical practitioner; or
 - 5.2.2. Undertaken in whole or in part for the purpose of obtaining medical care.
- 5.3. In the event you are hospitalised outside the area of cover on the 30th travel day for a covered sudden illness or injury, provided notice of such hospitalisation has been given to us prior to that date, and subject otherwise to the terms and conditions of this policy governing termination of benefits, coverage under section 5.2 shall be extended until such time that you no longer require hospitalisation for the disability

6. WHO IS COVERED?

- 6.1. You and your family members whose names appear on the namelist.

7. PERIOD OF COVER

- 7.1. The minimum initial period of insurance is 12 months.

8. RENEWAL OF YOUR POLICY

- 8.1. Once the minimum initial period of insurance has ended, any renewal (if renewal is offered) may be subject to new terms and variations we have provided to you in writing.

9. WAITING PERIODS

- 9.1. Cover for the following benefits and disabilities will commence after an insured person has been covered for the following time periods after the first day of the period of insurance in respect of an insured person:
 - 9.1.1. Maternity Benefits: 366 days prior to the date of service;
 - 9.1.2. Newborn Additions: 366 days prior to the date of birth;
 - 9.1.3. Major dental treatment: 300 days prior to the date of service; and
 - 9.1.4. HIV/AIDS: three years prior to your first positive HIV test result, or the date you received any treatment for HIV/AIDS (or following possible exposure to the virus), whichever is later.
- 9.2. If you have changed the cover for an insured person after the start of the first period of insurance, the benefits for any disability or service subject to a waiting period will be those shown on the benefits schedule for that disability or service on the first day of the waiting period, or those shown on the current benefits schedule, whichever is less.

10 NEWBORN ADDITIONS

- 10.1. A newborn infant born to a parent who has been covered under the policy for the period stated in section 9.1.2 may be added to the policy from birth without medical underwriting as long as the newborn infant was not born following assisted conception.
- 10.1.1. You must provide us with a Newborn Additions Form within 28 days of birth of the newborn infant so that we can add the child to the policy. The premium for the newborn infant must be paid according to Section 12.
- 10.1.2. Your child's cover will match the cover provided to the parent of the child on the first day of the twelve month period preceding the child's birth, excluding any optional cover chosen for Maternity Benefits or Dental and/or Optical Benefits. Cover for neonatal disabilities will be limited to the neonatal disabilities limit shown on the benefits schedule.
- 10.2. A child not meeting the criteria under 10.1 must be added by Medical Questionnaire, including any child:
 - 10.2.1. whose mother has not been covered under the policy for 366 consecutive days;
 - 10.2.2. for whom a Newborn Additions Form was not received by us within 28 days following birth;
 - 10.2.3. who was adopted or was carried by a surrogate; or
 - 10.2.4. who was born following assisted conception.
- 10.3. Our underwriting process will apply to an addition under Section 10.2, and we may decline to provide cover or may offer cover at terms we require. The cover must be equal to the cover provided to the mother excluding any optional Maternity Benefits or Dental and/or Optical Benefits

11. CANCELLATION

- 11.1. The minimum period of insurance is 12 months.
- 11.2. This policy shall not be cancelled by us except upon prior notice to you, and no notice of cancellation shall be effective unless it is based on the occurrence, after the effective date of this policy, of one or more of the following:
 - 11.2.1. non-payment of premiums;
 - 11.2.2. discovery of fraud or material misrepresentation;
 - 11.2.3. discovery of willful or reckless acts or omissions increasing the hazard insured against;
 - 11.2.4. a determination by the Insurance Commissioner that the continuation of the policy would violate, or would place the Insurer in violation of, the Insurance Code.
- 11.3. All notices of cancellation shall be in writing, mailed or delivered to you at the address stated in the Application Form, and shall state, (1) which of the grounds set forth in this provision is relied upon, and (2) that, upon written request by you, the we will furnish the facts on which cancellation is based.
- 11.4. You may cancel this policy at any time by notifying us of such intent in the form of a registered letter addressed to our administrative office or Head Office. If you cancel this policy, and provided that no claims have been paid or are payable under the policy, we shall retain the earned premium for the time this policy has been in force, computed in accordance with the Short Period Rate Scale shown below:
For period not exceeding one month: 20% of annual premium
For each succeeding month: 10% of annual premium
For period exceeding 8 months: FULL annual premium

12. PREMIUM PAYMENT AND GRACE PERIOD

- 12.1. This policy shall not be valid and binding unless and until the initial premium has been paid. The initial premium shall be payable in advance directly to our Head Office or through other offices as we may authorise, except that the premiums due during the first year may be paid elsewhere through an intermediary in exchange for a receipt to be issued by us and signed by the intermediary,
- 12.2. You shall be liable to pay us the pro-rata premium corresponding to the time insurance hereunder has been kept continuously in force during the grace period after the premium due date upon which default occurred.
- 12.3. We shall also furnish you with a premium statement for each premium due. The premium statement shall include the particulars about additional individuals to be insured, individuals whose insurance is to be terminated, and/or premium adjustments, if any. Premium adjustments involving refund to you by us of any unearned premiums shall be limited to the twelve (12) months immediately preceding the date of receipt by the latter of the evidence that such adjustments should be made.
- 12.4. This policy may be reinstated provided a written application for reinstatement is received by us together with all amounts necessary to put this policy in force subject, however, to the terms and conditions of this policy.
- 12.5. A reinstatement becomes effective only upon its approval by us. The original of this policy must be returned to us for any amendment.

13. OWNERSHIP AND SUCCESSOR INSURED

- 13.1. Expenses will be paid to you or your legal representatives, whose receipt will discharge our liability for those expenses. We may, in our absolute discretion, pay expenses to a provider of services, unless you or your legal representative have instructed us in writing not to and we have not agreed to pay expenses to the provider prior to receiving such instruction.
- 13.2. If the policyholder should die during the period of insurance then (in the following order of priority), your surviving spouse or, if you leave no surviving spouse, the eldest insured person then covered by the policy (or their legal guardian, if a minor) will automatically become the policyholder.
- 13.3. Unless an endorsement states otherwise, we shall treat the policyholder as the absolute owner of this policy and we are not bound to recognise any other claim to, or interest in, this policy.

14. IN THE EVENT OF FRAUD OR NONDISCLOSURE

- 14.1. We may cancel your policy from inception and retain the premium if:
 - 14.1.1. you provided false information to us, or failed to disclose information to us, in connection with your application or any application for addition of an insured person, upgrade, or reinstatement, and the misrepresentation or nondisclosure was fraudulent; or
 - 14.1.2. any claim is in any respect fraudulent or if fraudulent means or devices are used by you or an insured person or anyone acting on your or an insured person's behalf to obtain benefits under this policy.
- 14.2. If this policy is cancelled after claims have been paid, or after we have provided a guarantee of payment to a provider of services, any amounts paid or guaranteed will upon cancellation become immediately repayable by you to us.

15. MATERIAL CHANGES

- 15.1. As a condition precedent to liability, you must inform us as soon as reasonably practicable of any change in your name, the country(ies) of which you hold a passport or citizenship, or your usual country of residence. If such notice is not given we will have no liability under this policy for expenses occurring after the date of such change.
- 15.2. You must inform us as soon as reasonably practicable of any change to your residential address or correspondence address. Until such notice is given we may continue to send correspondence to the last address given to us by you, and shall not bear any consequences if such correspondence is not received by you.

16. PROOF OF CLAIM AND COOPERATION

- 16.1. As a condition precedent to liability, all claims for reimbursement of expenses must include the following (the "required claim documents"):
 - 16.1.1. bills and supporting documents showing the breakdown of expenses and the diagnosis of the condition treated;
 - 16.1.2. evidence of payment by you,
 - 16.1.3. and a claim form with all relevant sections completed.
- 16.2. All required claim documents must be received by us within 90 days from the date service was rendered. Where it is not reasonably possible to present the required claim documents to us within this period, they must be received by us within 365 days from the date you incurred the expense.
- 16.3. Claims can be submitted to us:
 - 16.3.1. by mail to our address, attaching original documents;
 - 16.3.2. by email including copies of supporting documents; or
 - 16.3.3. by fax including copies of supporting documents.
- 16.4. If you submit claims by email or fax, you must retain a copy of the original documents for a minimum period of two (2) years from when you submit the claim and must send the original documents to us upon request or when required by our claim instructions.
- 16.5. You must fully cooperate with us and our appointed agents in connection with any claim. Your cooperation may include, but is not limited to, providing original documents upon request, or providing any consent we reasonably need to obtain information relevant to your claim from any source, including a physician or other medical provider, hospital, or an insurance company.
- 16.6. If we ask for cooperation, documents, information, or consent to obtain documents or information, it shall be a condition precedent to liability that you provide the requested cooperation, document, information, or consent in a timely manner.

17. PROCESS TO OBTAIN PRE-AUTHORISATION

- 17.1. The following services on the benefits schedule require pre-authorisation:
 - hospital benefits
 - surgery performed while a day-patient in a clinic or in a physician's office
 - rehabilitation treatment
- 17.2. Co-payment for pre-authorisation:
 - 0% co-payment for services pre-authorised by us
 - 20% co-payment for services not pre-authorised by us

The co-payment for services that are not pre-authorised will not apply where you can show the service was medically necessary due to an emergency and you contacted us as soon as reasonably possible.
- 17.3. To obtain pre-authorisation, you must submit your request at least five (5) working days in advance before admission or treatment.
- 17.4. Upon receiving your request we will review the medical necessity and appropriateness of the requested service and within five (5) working days we will notify you of our decision to:
 - Grant pre-approval
 - Deny pre-approval
 - Request further information
- 17.5. Pre-approval may be partly given and partly denied. If within the five (5) days pre-authorisation is not given or denied, or additional information requested, then such service will not be subject to the co-payment applicable to services for which pre-authorisation was not maintained.
- 17.6. If we request further information you are required to provide any additional information we may require. Sections 16.5 and 16.6 of this policy apply.
- 17.7. Pre-authorisation is not a guarantee of benefits or eligibility and all services are subject to benefit limitations and other policy terms. Pre-authorisation may be revised or withdrawn if we determine later that the service is not covered or is not medically necessary. If pre-authorisation is given for a particular service, that pre-authorisation applies only to that service and further pre-authorisation must be obtained for other services even if related to the same disability.
- 17.8. If an extension of the length of stay is necessary, you must contact us before the pre-approved length of stay finishes. If you fail to do so any services rendered after the end of the planned admission period will be subject to the co-payment for services for which pre-authorisation was not obtained.
- 17.9. If pre-authorisation is denied you may appeal the decision, and we will make a further determination or request additional information within five (5) days of receiving your appeal. Only one appeal is permitted per service.

18. RIGHT TO EXAMINE AN INSURED PERSON

- 18.1. As a condition precedent to liability we are entitled to require an insured person to undergo a medical examination at our expense by a physician of our choosing. If an insured person dies, we are entitled to require a post-mortem examination at our expense unless forbidden by law.

19. CLAIMS AGAINST THIRD PARTIES OR OTHER INSURANCE

- 19.1. If another medical or accident insurance covers you for expenses relating to a disability also covered by this policy, we will only be liable for the excess of the amount recoverable from such other source or insurance.
- 19.2. If another person or entity may have liability for your expenses, including but not limited to a third party who is responsible for an injury, you must take all steps necessary to secure reimbursement from that other person or entity.
- 19.3. You must not negotiate, settle, compromise, release or otherwise discharge any claim you may have against any third party who may have liability relating to your expenses without our prior written agreement. Failure to obtain our prior written agreement will result in us having no liability under this policy for expenses which might have been recoverable from that third party.
- 19.4. In the event of any payment under this policy, we shall be subrogated to your or any insured person's rights of recovery against any other person or entity. We may take proceedings in your name, but at our expense, to recover any amount we pay under this policy. Neither you nor any insured person shall do anything likely to prejudice such recovery, and instead shall take all reasonable steps to assist us in obtaining such recovery.

20. RIGHT OF RECOVERY

- 20.1. If we pay, guarantee, or authorise payment of, expenses, or if you obtain treatment through our direct billing network, and we later determine that you were not entitled to that payment for any reason, we reserve the right to claim the payment back from you.

21. GOVERNING LAW AND JURISDICTION

- 21.1. This policy is governed by, and is to be interpreted according to, the laws of the Philippines and subject to the exclusive jurisdiction of the Philippine courts.

22. SANCTION LIMITATION CLAUSE

- 22.1. The Company shall not provide cover nor 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 the insurer or any member of the insurer's group to any sanction, prohibition or restriction under United Nations resolutions, Australian autonomous sanctions, or the trade or economic sanctions, laws or regulations of any country.

23. ARBITRATION AND TIME LIMITS

- 23.1. Any difference or dispute arising between an insured person and us shall be referred to an arbitrator to be appointed by the parties to the dispute.
- 23.2. If the parties are unable to agree on a single arbitrator, two arbitrators shall be appointed (one by each party). In the event of further disagreement, the matter shall be referred to an umpire who shall have been appointed in writing by the two arbitrators at the outset.
- 23.3. If the differences between the parties require medical knowledge (including any questions regarding the appropriate maximum indemnity for any medical service or an operation not listed in the schedule of surgical fees) the arbitrators at the discretion of the Insurer may be registered medical practitioners and the umpire in such an instance, shall be a consultant Specialist, Surgeon, or Physician. Determination of an award shall be a condition precedent to any liability or right of action against the Insurer.
- 23.4. Should we disclaim liability on a claim to the policyholder, and should such claim not have been referred to arbitrators (under provisions herein contained) within twelve (12) months from the date of such disclaimer, then the claim shall for all purposes be considered to be abandoned and shall not be recoverable thereafter.

24. CIVIL CODE 1250 WAIVER CLAUSE

- 24.1. The Provision of Article 1250 of the Civil Code of the Philippines (R.A. No. 386) which reads in part, "In case an extraordinary inflation or deflation of the Currency stipulated should supervene, the value of the Currency at the time of establishment of the obligation shall be the basis of payment..." is understood and agreed not to apply in determining the extent of any liability of the Insurer in this policy. All amounts of money in this policy are in United States Dollars.

25. ASSIGNMENT

- 25.1. No benefit under this policy shall be assignable, and any attempt to assign, transfer, pledge, encumber, commute or anticipate the same shall not be recognised by us except to such extent as may be allowed by law.

III - GENERAL EXCLUSIONS

The Company shall not pay under this Policy for loss, cost or liability arising from or as a result of any one or more of the following:

- 26.1. Pre-existing conditions (as defined in this Policy) and any related, associated or consequential disabilities which were not disclosed to us before the period of insurance and which we have not agreed in writing to cover under this policy. This exclusion applies only to fully underwritten policies.
- 26.2. Treatment, care or a test which is not medically necessary.
- 26.3. Services which have not been prescribed by your attending physician other than a second opinion before surgery unless otherwise stated on the benefits schedule.
- 26.4. Treatment which is covered by insurance or a source of indemnity other than this policy.
- 26.5. Services by a dentist, other than services claimed under Dental Benefits where specifically provided on the benefits schedule.
- 26.6. Emergency Dental Treatment related directly or indirectly to biting, chewing or teeth grinding.
- 26.7. Reconstructive surgery except when required as a direct result of a disability covered under this policy.
- 26.8. External prosthesis except when required as a direct result of a disability first occurring during a period of insurance.
- 26.9. Treatment, care or tests directly or indirectly related to:
 - 26.9.1. assisted conception, contraception, sterilisation, fertility or infertility, prior history of miscarriages, hypogonadism or testosterone deficiency, sexual dysfunction, or abortion other than for therapeutic reasons;
 - 26.9.2. pregnancy or childbirth, or complications of pregnancy following assisted conception, other than services claimed under Maternity Benefits or Routine Outpatient Maternity where specifically provided on the benefits schedule;
 - 26.9.3. elective caesarian section prior to the 38th week of term;
 - 26.9.4. sexually transmitted disease;
 - 26.9.5. hereditary conditions;
 - 26.9.6. cosmetic treatment or gender reassignment surgery or therapy;
 - 26.9.7. refractive defects of the eye other than services claimed under Optical Benefits where specifically provided for on the benefits schedule;
 - 26.9.8. terminal illness other than as provided by the hospice or palliative treatment benefit as shown on your benefits schedule;
 - 26.9.9. weight loss or weight management;
 - 26.9.10. self-inflicted injury, suicide or attempted suicide;
 - 26.9.11. abuse of alcohol, illegal drugs, or medicines not prescribed to the insured person by a physician or taken in excess of prescribed quantities;
 - 26.9.12. sleep disorders or behavioural or developmental disorders; and
 - 26.9.13. injury related to participation in professional sports, or deliberate exposure to exceptional danger except in an effort to save human life.
- 26.10. Purchase or rental of prostheses, corrective devices, or durable medical equipment other than surgical implants, external prosthesis or medical appliances shown on the benefits schedule as covered by this policy.
- 26.11. The cost of purchasing an organ for transplantation.
- 26.12. The following services, whether or not recommended or prescribed by a physician:
 - 26.12.1. Experimental or unproven treatment;
 - 26.12.2. Non-western or non-allopathic treatment except to the extent specifically stated in the Complementary Medicine and Traditional Chinese Medicine section of the benefits schedule;
 - 26.12.3. Stem cell treatment;
 - 26.12.4. Any service rendered while an insured person is an inmate of a prison, jail or any correctional facility including halfway houses or similar facilities, or while a patient of any mental institution;
 - 26.12.5. House calls, delivery of medicine or other items, or any service rendered at a person's home, office, hotel room, or similar place;
 - 26.12.6. Services or treatment while a bed patient at any facility that is not a hospital, including an institution such as an intermediate care facility or nursing home;
 - 26.12.7. Vitamins, nutritional supplements, chelation therapy, bioresonance therapy or diagnosis, or colonic hydrotherapy;
 - 26.12.8. Custodial or maintenance care or rest cures;
 - 26.12.9. Hospital inpatient treatment for convalescence, rehabilitation, supervision or which in the opinion of our medical advisor, could be properly treated as an outpatient;
 - 26.12.10. Outpatient treatment of mental and nervous conditions other than services claimed under the Outpatient Psychiatric benefit where specifically provided on the benefits schedule;
 - 26.12.11. Dental treatment for purely cosmetic or decorative purposes (applicable only when Dental benefits are covered under the policy);
 - 26.12.12. Orthodontic treatment that is commenced after the age of 16 (applicable only when Dental benefits are covered under the policy);
 - 26.12.13. Eyeglass frames (applicable only when Optical benefits are covered under the policy);
 - 26.12.14. Services by a psychologist or counsellor.
- 26.13. Disability suffered while serving as a member of a police force or military unit of any country or international authority, or due to participation in war, civil war, invasion, insurrection, revolution, use of military power, usurpation of government or military power, or any known or suspected terrorist act or any illegal act.
- 26.14. Disability as a result of exposure to ionising radiation or radioactive contamination of any kind.
- 26.15. Travel expenses incurred to obtain medical treatment other than in the course of an emergency medical evacuation we have approved in advance, or which has been approved by the emergency assistance provider.
- 26.16. Treatment outside your area of cover as stated on your benefits schedule except to the extent Out of Area Cover is provided for in your benefits schedule.
- 26.17. All expenses:
 - 26.17.1. which are not reasonable and customary;
 - 26.17.2. for medical certificates or administrative fees such as a charge for providing a claim form or medical records;
 - 26.17.3. incurred outside the period of insurance or in any period for which the appropriate premium has not been paid;
 - 26.17.4. incurred during the period of insurance for drugs and/or medical services consumed or provided once the period of insurance has ended; or
 - 26.17.5. for services performed or items sold by you, your parents, your children, or any entity in which you, your parents, or your children either are an employee or director or have a greater than 1% ownership interest.

Issued at the Head Office of the Insurer in Makati city, Philippines, as of the Effective Date specified in the Benefits Schedule.

**QBE Seaboard Insurance
Philippines, Inc.**



JOLI C. WU
President & CEO
AUTHORIZED SIGNATURE

Documentary Stamps corresponding to the value of the premiums due have been included in the Insurer's lump sum payment to the BIR and credited to Documentary Stamp Tax Inventory. The documentary stamp tax was affixed to the premium register.

IMPORTANT NOTICE

The Insurance Commission, with offices in Manila, Cebu and Davao, is the government office in charge of the enforcement of all laws related to insurance and has supervision over insurance providers and intermediaries. It is ready at all times to assist the general public in matters pertaining to insurance. For any inquiries or complaints, please contact the Public Assistance and Mediation Division (PAMD) of the Insurance Commission at 1071 United Nations Avenue, Manila with the telephone numbers +632-5238461 to 70 and with email address pubassist@insurance.gov.ph.

The official website of the Insurance Commission is www.insurance.gov.ph

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