



PIONEER LIFE INC. (hereinafter called the “Insurer”) hereby issues this Medical Policy to the Policyowner and agrees, subject to the terms and conditions of this Policy while in full force and effect, to pay the losses specified herein subject to all the provisions hereinafter set forth, which are made a part of this Policy.

The extent of coverage under the Policy is determined by this Policy together with the Benefits Schedule issued to or in respect of the Policyowner and Insured Individual. It is important to note that any Benefit mentioned in the Policy, but which is not shown on the Benefits Schedule is not covered for the Insured Individual to whom the Benefits Schedule relates. Please examine the Policy and the Benefits Schedule carefully to make sure that the required protection has been provided. The information provided to the Insurer by the Policyowner or any Insured Individual on or in connection with the Application Form is the basis of this contract and is deemed to be incorporated herein. In this Policy, where the context admits, words imputing the masculine gender shall include the feminine gender and words imputing the singular number shall include the plural number and vice versa.

## DEFINITIONS AND SPECIFIC CONDITIONS

The following Definitions and Specific Conditions apply to the Policy and have the same meaning wherever they are used in the Policy, Benefits Schedule or Endorsements.

### Accident

means an unintended event occurring at a fixed place and time, and caused wholly and exclusively by violent, external and visible means.

### Benefits Schedule

means the schedule which sets out the benefit extended to the Insured Individual under this Policy, and the sum insured in respect of the benefits.

### AIDS/HIV Coverage

where specifically stated on the Benefits Schedule means treatment of Human Immunodeficiency Virus (“HIV”) related illnesses including Acquired Immune Deficiency Syndrome (“AIDS”), AIDS Related Complex and/or any mutation, derivation, or variation thereof which occurs during the Period of Insurance of this Policy or any subsequent renewal of this Policy and manifests itself at any time after five (5) years of continuous coverage with the Insurer from the first Effective Date of this Policy.

### Area of Cover

the geographical area as listed on the Benefits Schedule and for which the appropriate premium has been paid, otherwise worldwide.

### Coinsurance

means the portion of Covered Charges the Insurer will pay, usually expressed as a percentage, after application of any Deductible.

### Complementary Medicine

where specifically stated on the Benefits Schedule means: a) consultation services provided by a physiotherapist, chiropractor, acupuncturist and bonesetter, or b) consultation services and treatment provided by an osteopath, homeopath, or Chinese medicine practitioner, who is registered and permitted to practice in the country in which the treatment is received. The services listed above must not be provided by a person related to the Policyowner or any Insured Individual by blood, marriage or adoption.

### Complications of Pregnancy

are conditions whose diagnoses are distinct from pregnancy but are adversely affected or caused by pregnancy such as: acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity which require Confinement. They include ectopic pregnancy which is ended, spontaneous ending of pregnancy at a time when a viable birth is not possible, puerperal infection, eclampsia, and toxemia. They do not include complications or illness from IVF-induced pregnancy, caesarean section, false labor, occasional spotting, Physician

prescribed rest during pregnancy, morning sickness, and similar conditions associated with the management of a difficult pregnancy but which are not medically distinct conditions.

### Confinement

means a continuous period of not less than 18 hours as a registered bed patient in a Hospital.

### Congenital Condition

means a physical or mental abnormality existing at time of birth.

### Cosmetic Surgery

means cutting, thermal destruction, or chemical treatment of tissue performed to reshape normal structures of the body.

### Covered Charge

means an expense for a Medically Necessary service.

### Custodial or Maintenance Care

means care provided mainly for personal needs, comfort or convenience that could be provided by persons without specialized medical training or skills. It also means care furnished mainly to maintain rather than improve a physical or mental function, or to provide a protected environment.

### Date of Service

means the date on which a medical service is rendered or the first day of a Confinement, whichever is earlier.

### Deductible

means an amount as may be stipulated in the Benefits Schedule which shall be deducted from any Covered Charges, and shall be for the account of the Insured.

### Dependent

means the Insured’s spouse and each unmarried child of the Insured who is chiefly dependent on the Insured for support and maintenance. The term, “child” includes a stepchild, or an adopted child.

### Disability

means 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.

### Due Date

means the date as shown on the Policy on which any subsequent installment of premium falls due.



## Effective Date

means the date specified in the Benefits Schedule as the date on which the Period of Insurance commences in this Policy. This 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.

## Emergency

means a sudden change in a person's health which requires urgent medical or surgical intervention to avoid permanent damage to life or health.

## Home Country

means the country of which the Insured Individual holds a passport. Where the Insured Individual holds more than one passport, the Home Country will be taken to mean the country whose passport number is listed on the application form. For a dependent child holding more than one passport, the Home Country will be taken to mean the Home Country of the Insured parent who proposed the policy or, in case the proposer is a corporation, the parent who is the employee of the Policyowner (if both parents are employees, the highest ranking of the two shall prevail).

## Hospice/Palliative Treatment

means the services, where specifically mentioned in the Benefits Schedule and prescribed by the attending Physician, of an institution duly constituted and registered to provide a centralized program of palliative and supportive services to dying persons in the form of physical, psychological, social and spiritual care.

## Hospital

means an establishment duly constituted and registered as a facility for the care and treatment of sick and injured persons as paying bed patients and which

- i) has full facilities for diagnosis and surgical procedures,
- ii) provides 24 hour a day nursing services by registered graduate nurses,
- iii) is supervised by a staff of Physicians, and
- iv) is not primarily a clinic, a nursing, rest, or convalescent home, a home for the aged, or a place for alcoholics or drug addicts.

## Hospital Room

for the purpose of this policy, and where indicated on the Benefits Schedule, hospital accommodation levels are defined as below. Where a Hospital has more than one type of room in an accommodation level, reimbursement will be based on the type of room within that accommodation level of which the hospital has the greatest number:

**Private** - A class of rooms having one patient bed per room.

**Semiprivate** - A class of rooms having two patient beds per room, whether both beds are occupied or not.

**Ward** - A class of rooms having three or more patient beds per room, whether all beds are occupied or not.

**Intensive Care Unit** - A class of rooms 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 unit which has facilities not less comprehensive than those described above.

## Illness

means a physical condition marked by a pathological deviation from the normal healthy state.

## Injury

means physical damage arising wholly and exclusively from an Accident.

## Insured

for an individual policy means the Policyowner. If the Policyowner is a corporation, partnership, or other organization, it means all employees, partners, or members meeting the eligibility requirements set forth by the Policyowner in the proposal form.

## Insured Individual

means an eligible person who has completed an application form or whose name is included in the application form for the Policy and in respect of whom commencement of coverage has been confirmed in writing by the Insurer or its authorized agents.

## Medically Necessary

means possessing an identifiable relationship to either a covered Disability or symptom(s) suggestive of a Disability which if existing would be covered under the Policy. For therapeutic services, the patient must have an Illness or Injury and the service must be required to prevent permanent damage to life or health. For diagnostic services, the patient must have active symptomatology of unknown etiology and suggestive of an Illness or Injury, and the services must be necessary to determine whether therapeutic services are required.

## Medicines and Drugs

are those for which a Physician's prescription is required for purchase, which have been prescribed by a Physician for treatment of a covered Disability, and which have been dispensed by a Physician's office or by a licensed pharmacist.

## Mental and Nervous Condition

means a psychiatric, psychological, affective, mental, or behavioral disorder, irrespective of whether a physiologic cause is known or suspected. It includes any condition listed in the Diagnostic and Statistical Manual of Mental Disorders, 4th ed. (DSMIV) published by the American Psychiatric Association.

## North America and the Caribbean

means Canada, Mexico, United States (including its territories and possessions), Anguilla, Antigua & Barbuda, Aruba, Bahamas, Belize, Bermuda, Bonaire, Cayman Islands, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, El Salvador, Grenada, Guadeloupe, Guatemala, Haiti, Honduras, Jamaica, Martinique, Nicaragua, Panama, Puerto Rico, St. Lucia, St. Vincent, Trinidad & Tobago, Venezuela, and the Virgin Islands.

## Organ Transplantation

means the cost of operations and all related treatments and testing involved with the transplantation of organs from a human donor. The Policy does not cover the costs of acquisition of the organ nor expenses incurred by the donor except for direct costs of surgery to remove such organ for transplantation but not to exceed 30% of the donor's total treatment costs. Transplantation costs may only be claimed under this section of the Policy when the benefit is included on the Benefits Schedule. No other type of benefit under this Policy provides coverage in connection with Organ Transplantation.

## Parental Accommodation

means costs for an additional bed in the same room for a parent or legal guardian staying with an Insured Individual who is under 18 years of age and is admitted as an inpatient in a Hospital for treatment of a covered Disability.



**Physician**

A properly qualified medical practitioner other than an Insured Individual or a relative of any Insured Individual by blood or marriage, 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.

**Policy Year**

means the time between 12:00 a.m. on the first day of the Period of Insurance shown on the Policy (or renewal endorsement if any) and 11:59 p.m. on the last day of the Period of Insurance. All times are calculated according to standard time at the Usual Country of Residence of the Policyowner (primary place of business if a corporation).

**Policyowner**

means the person, corporation, partnership or other organization who owns this Policy, as named within the Policy.

**Post Hospitalization Benefits**

where specifically mentioned in the Benefits Schedule shall mean medical services immediately following a covered Confinement in a Hospital which are provided by or ordered by a Physician as a direct consequence of the covered Disability which necessitated such Confinement, but not services which can be safely rendered locally but for which an Insured Individual has travelled abroad, nor services which can be delayed without risk of permanent damage to life or health.

**Pre Hospitalization Benefits**

where specifically mentioned in the Benefits Schedule, shall mean medical services incurred within 30 days prior to and directly related to a covered Confinement in a Hospital which are provided by or ordered by a Physician.

**Preceding Policy**

means a health insurance policy covering Illness and Injury which terminates no earlier than the day prior to the Effective Date in respect of an Insured Individual, and a copy of which has been provided to the Insurer upon application. It does not include a travel policy which covers only Illness and/or Injury arising during the journey, nor a travel policy which is subject to limitation on the length of a journey.

**Pre-existing Condition**

means any Disability:

- a. which existed before the Effective Date of insurance in respect of an Insured Individual, which presented signs or symptoms of which the Insured Individual was aware or should reasonably have been aware, or
- b. for which treatment, or medication, or advice, or diagnosis has been sought or received during the two years prior to the commencement of the Policy by an Insured Individual, or
- c. which was known by the Insured Individual to exist prior to the commencement of the Policy whether or not treatment, or medication, or advice, or diagnosis was sought or received.

**Reasonable and Customary Charges**

means charges which do not exceed the general level of fees levied for comparable services by others of similar professional standing in the same locality, for a person of similar sex and age, and for a similar Disability, and irrespective of ability to pay or availability or adequacy of insurance.

**Reconstructive Surgery**

means cutting or thermal destruction of tissue performed on abnormal structures of the body, whether caused by Congenital Conditions, developmental abnormalities, trauma, infection, tumors or disease, performed to improve function or approximate a normal appearance.

**Surgical Schedule**

(if specified in the Benefits Schedule) means the Schedule attached to the Policy showing the percentage of the surgeon's fee limit up to which the Policy will pay according to the type of surgical procedure undertaken.

**Terrorist Act**

shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorist Act shall also include any act, which is verified or recognized by the (relevant) government as an act of terrorism.

**Usual Country of Residence**

means the country in which the Insured Individual works and lives for the majority of the year. For Insured Individuals who travel a majority of the year, it means the country in which the Insured Individual maintains his primary residence or in which the Insured Individual's last fixed residence was located.

**Venereal Disease**

means an Illness which has been transmitted by sexual contact, or any of the following Illnesses whether sexually transmitted or not: syphilis, gonorrhoea, venereal warts including genital HPV (human papillomavirus), genital herpes, granuloma inguinale, chancroid, trichomona, pubic lice (phthirus pubis) infestation, and chlamydia.

**War**

means 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.

**ADMINISTRATION & GENERAL CONDITIONS**

**Policy, Schedule, Application, and Endorsements as One Contract**

This Policy, the application forms, and all Schedules including the Benefits Schedules and Endorsements attached thereto form the whole contract. Any change in this Policy must be approved by an authorized signatory of the Insurer and no change will be effective except by endorsement to this Policy. If a special meaning is attached to any word or expression in this Policy it will continue to bear such meaning throughout this contract.

**Eligibility**

Those who may become Insured Individuals are the Insured and any Dependents. A child who has attained his or her 19th birthday (23rd birthday if a full time student) may continue his or her insurance by payment of the adult premium in effect at the time of the next premium anniversary. No new applicant shall be included for coverage under this Policy who has not yet attained the age of 15 days or who has reached the age of 66 years. Individuals of all nationalities and their Dependents are eligible for insurance other than new born children and citizens of the USA or Canada whose Usual Country of





Residence is the USA or Canada. Applicants who are not eligible may not be enrolled in the Policy. No coverage is in force until confirmed by the issuance of a Policy or endorsement by the Insurer, and by payment of the premium due.

#### Additions

A child born while either parent is an Insured Individual will become an eligible person 15 days after date of birth or fifteen days after discharge in a normal healthy condition from the Hospital where birth took place, whichever is the later.

After the Insurer is notified of the event by the Policyowner, such child shall automatically be covered in respect of benefits only for Disabilities which commence subsequent to the 15th day after birth until the Policy Expiration Date. For such a child, coverage for special care or treatment of Congenital Condition, birth anomalies, or premature birth is not included.

The level of benefits for the child shall be the same as the basic cover for the parents, excluding any optional benefits. If the parents are insured for different levels of basic benefits, then the level of benefits for the child shall be the lower of the two. No premium will be charged for the remainder of the policy year in which the child is born provided birth occurs after the 6th month of the 1st Policy Year. Coverage for the child upon renewal of the Policy (if renewed) shall be subject to premium. For such a child, coverage for special care or treatment of Congenital Conditions, birth anomalies, or premature birth is not included. Any other eligible person will become an Insured Individual when the Insurer accepts the Insured's written request in accordance with its then current underwriting rules and once the additional premium is duly paid.

#### Takeover Policies

If an Insured Individual shall have been covered by a Preceding Policy and that Insured Individual shall have been afflicted with a Disability at the time this Policy commenced (and for which benefits would have been available to him under the Preceding Policy had it remained in force) such Insured Individual shall continue to be covered for the existing Disability under the provisions of this Policy, but not to exceed the limits which would have been obtainable to him under the provisions of the Preceding Policy or the provisions of this Policy, whichever shall be the lesser, subject to written declaration of said disability upon application and written acceptance of said disability at terms specified by the Insurer under the provisions of this policy.

#### Premium Payment

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 the Head Office of the Insurer or through other offices as the Insurer may authorize, except that the premiums due during the first year may be paid elsewhere through a duly authorized agent of the Insurer in exchange for a receipt to be issued by the Insurer and signed by the said agent.

The Policyowner shall be liable to pay the Insurer 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.

The Insurer shall also furnish the Policyowner 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 the Policyowner by the Insurer 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.

#### Waiting Period for Maternity

Where Maternity Benefits are specifically provided for on the Benefits Schedule, coverage for pregnancy shall be limited to pregnancy which begins not less than 90 days after the Effective Date of this insurance. If an Insured Individual was covered by a Preceding Policy which included benefits for Maternity and for which any qualifying period had been satisfied prior to the Effective Date, eligibility for maternity benefits shall be limited to pregnancy which begins not earlier than the Effective Date in respect of the Insured Individual.

#### Cancellation and Short Period Rates

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

- (a) non-payment of premiums;
- (b) discovery of fraud or material misrepresentation;
- (c) discovery of willful or reckless acts or omissions increasing the hazard insured against;
- (d) 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.

All notices of cancellation shall be in writing, mailed or delivered to the Policyowner 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 of the Policyowner, the Insurer will furnish the facts on which cancellation is based.

The Policyowner may cancel this Policy at any time by notifying the Insurer of such intent in the form of a registered letter addressed to the Insurer's administrative office or Head Office. If the Policyowner cancels this Policy, and provided that no claims have been paid or are payable under the Policy, the Insurer 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

#### Termination of Benefits

This Policy and all the insurance hereunder provided shall terminate on the earliest of the following dates:

- (a) the date the premium falls due if written notice that this Policy will not be renewed is given to the Insurer by the Policyowner on or before said due date;
- (b) the date of receipt by the Insurer of the Policyowner's written notice to terminate this Policy, if such notice is given during the grace period, subject to the Grace Period provision;
- (c) the termination date specified by the Insurer through written notice to the Policyowner in the event that the terms and conditions of this Policy as specified in this Policy are not satisfied;
- (d) on the day following the end of the Grace Period, as provided under this, if no premiums are paid, subject to the Grace Period provision.; or
- (e) the date the benefits endorsed on the Benefits Schedule shall have been exhausted.

If an Insured Individual is confined in a Hospital for a covered Disability at the time of such termination then the time of termination shall be extended to the time he no longer requires Confinement for the Disability or the time his benefits for the Disability shall have been exhausted, whichever shall occur first.



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

#### **Successor Insured**

If the Insured dies, the Insured's spouse, if then an Insured Individual, will become the Insured.

#### **Commencement and Renewal**

The Period of Insurance is stated in the Policy or renewal endorsements (if any). The Policy may be renewed thereafter, subject to the Insurer's right to decline renewal of this Policy on any policy anniversary date, upon giving thirty (30) days prior written notice to the Policyowner of the Insurer's intention not to renew this Policy or to condition its renewal upon reduction of limits or elimination of covered benefits. Premium must be paid to the Insurer before the insurance is in force.

#### **Change of Residence**

As a condition precedent to liability under the Policy, the Insurer must be informed immediately in writing of any change in the Insured Individual's Usual Country of Residence. A change in the Usual Country of Residence shall be deemed to mean the Insured Individual's ceasing to maintain a residence in his current Usual Country of Residence, or establishing or intending to establish a residence in another country for a period in excess of three consecutive months. The Insurer must be informed of the location of any Dependents whose Usual Country of Residence is different from that declared for the Insured in the Application Form, and the Insurer reserves the right to decline to cover such Dependents under the Policy. The Insurer reserves the right to decline to offer renewal to any member whose Usual Country of Residence has changed during the policy year.

#### **Misstatement of Facts**

If any relevant facts pertaining to any person to whom insurance under this Policy relates shall be found to have been incorrectly reported to the Insurer, and if such misstatement affects the existence or the amount of insurance, the true facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount.

#### **Reasonable Precautions and Material Changes**

The Insured Individual shall take all reasonable precautions to prevent and minimize any Accident, Injury, Illness or expense and the Insurer must be informed immediately in writing of any material information or change of circumstances whether relating to job occupation, avocation, sporting activity or otherwise which may increase the possibility or likely magnitude of a claim under the Policy. The Insurer shall have the right to continue coverage on terms and conditions it considers appropriate to such changes in material information or circumstances or to decline to continue coverage under the Policy. No claim arising from or related to such change shall be met until and unless the Insurer has been advised of such change, and has agreed to continue coverage.

#### **Notification of Claim**

All claims must be submitted to the Insurer within ninety (90) days of the Date of Service. Failure to give proof within such time will not affect any claim if it was not reasonably possible to give proof within such time but in any event not more than 365 days after the Date of Service. All certificates, information and evidence required by the Insurer shall be furnished in English at the expense of the Insured. An Insured Individual shall, at the request and expense of the Insurer, submit to a medical examination whenever such is deemed necessary. In addition the Insurer shall have the right to require a post mortem, where this is not forbidden by law.

#### **Sufficiency of Notice**

Written notification of claim submitted by or in behalf of the Policyowner with information sufficient to identify the Insured or his Dependents, shall be deemed to be an acceptable notice.

#### **Proof of Claim**

Original documentation and receipts together with a fully completed Claim Form signed by the treating Physician must be submitted to the Insurer within the time limits defined above. Photocopies are not acceptable. The Insurer shall provide the Insured with its usual forms for filing proof of claim. Upon receipt of notice of claim, the Insurer shall provide any additional forms as required. If such forms are not provided within thirty (30) days after receipt of such notice, the claimant need only submit, in the time fixed in the Policy for filing proof of claim, written proof as to the nature and extent of the claim. Claims are not deemed complete and eligible benefits are not payable unless all bills, certificates, information, and evidence as may reasonably be required by the Insurer in respect of such claims have been submitted and agreed upon by the Insurer. Only actual costs incurred shall be considered for reimbursement.

#### **Payment of Benefits**

If an Insured Individual incurs Covered Charges during the Period of Insurance, the Insurer will pay a benefit in accordance with the Benefits Schedule. In Benefits Schedules providing for deductible or coinsurance amounts, the Insurer will pay Covered Charges in excess of any stipulated deductible, multiplied by any coinsurance percentage that may apply. Benefits are payable to the Policyowner or to the Estate of the Policyowner. The Insurer may at its sole discretion pay benefits to an Insured Individual or provider of services unless the Policyowner requests otherwise in writing. The Insurer may appoint independent administrators to settle claims on its behalf. All benefit payments shall be by United States Dollar check.

#### **Right of Recovery**

In the event authorization of payment and/or payment is made by the Insurer for a claim which is not covered under this Policy or when the limit of liability of this insurance is exceeded, the Insurer reserves the right to recover the said sum or excess from the Policyowner and/or Insured Individual.

#### **Other Insurance and Third Party Liability**

All persons insured by any other medical or accident insurance policy shall inform the Insurer of such policy and provide the Insurer with a copy of the policy including the benefit schedules. In the event of Inquiry involving the actions or negligence of a third party, the Policyowner, Insured, and all Insured Individuals shall use their best endeavours to claim from such third party for the full amount of the loss. The Insurer shall not pay any claim involving a third party or third party insurer until all reasonable steps have been taken to obtain reimbursement. No Policyowner, Insured, or Insured Individual shall negotiate, settle, compromise, release, or otherwise discharge any claim against such a party without the Insurer's express written consent. The Insurer has full rights of subrogation and may take proceedings in the Insured Individual's name, but at the Insurer's expense, to recover for the Insurer's benefit the amount of any payment made under the Policy including but not limited to the cost of such proceedings.

#### **Cooperation**

As a condition precedent to the Insurer's liability the Insured Individual or his representatives shall cooperate fully with the Insurer and its medical advisers and must fully and faithfully disclose all material facts and matters of which he is aware and will upon request execute any document to empower the Insurer to obtain relevant information, at the Insured Individual's expense, from any doctor or Hospital or other source.



## Conditions Precedent to any Liability

Any liability of the Insurer to the Insured shall be wholly dependent upon:

- (a) The Insurer being furnished with all the required statements and declarations to be provided by the Insured or Insured Individual (parent or duly appointed guardian if the Insured Individual is a minor) on an application or enrolment form provided by the Insurer and the complete truth of all such statements and declarations.
- (b) The complete truth of all statements and declarations made in respect to any claim made against the Insurer by the Policyowner, Insured, or any Insured Individual under the provisions of this Policy.
- (c) The due observance and fulfilment of the terms, conditions, and provisions of this Policy and Endorsements to it insofar as they relate to anything to be done or complied with by the Policyowner, Insured, or any Insured Individual.

## Legal Proceedings

The venue of any action to enforce the obligation arising from this Policy shall be the proper court in the place of execution of this Policy or in any other place mutually acceptable to the Policyowner and Insurer as the two parties of this contract.

Unless the Insurer disclaims liability on a claim to the Policyowner, no action at law or in equity shall be brought to recover on this Policy during the ascertainment of the claim.

## Civil Code 1250 Waiver Clause

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

## Assignment

No benefit under this Policy shall be assignable, and any attempt to assign, transfer, pledge, encumber, commute or anticipate the same shall not be recognized by the Insurer except to such extent as may be allowed by law.

## Arbitration and Abandoned Claims

Any difference or dispute arising between an Insured Individual and the Insurer shall be referred to an arbitrator to be appointed by the parties to the dispute. 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. 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. Should the Insurer disclaim liability on a claim to the Insured, 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.

## Absolute Ownership

The Insurer shall, unless otherwise expressly provided by endorsement on this Policy, be entitled to treat the Policyowner as the absolute owner of the Policy and shall not be bound to recognize any equitable, or other claim to, or interest in this Policy. The receipt of the Policyowner (or of the Policyowner's legal personal representative) alone shall be an effectual discharge.

## Premium subject to change

Premiums for each Period of Insurance are based on the age of each Insured Individual on the first day of the Period of Insurance, the table of rates then in effect, and other factors which may materially affect the risks insured. The Insurer has the right to change the table of rates on a class basis for all similar policies on the same form.

## Grace Period

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

## Reinstatement

This Policy may be reinstated provided a written application for reinstatement is received by the Insurer together with all amounts necessary to put this Policy in force subject, however, to the terms and conditions of this Policy. A reinstatement becomes effective only upon its approval by the Insurer. The original of this Policy must be returned to the Insurer for any amendment.

## 30-Day Free Look Privilege

The Policyowner has 30 days from the receipt of the Policy to examine the terms and conditions of the Policy and may cancel the Policy within the foregoing 30-day period by written request to the Insurer in which case premiums paid will be refunded. If the Policy is sent by post, it is deemed to have been delivered in the ordinary course of post. Where the policy is so cancelled, the Insurer shall have no liability whatsoever under the cancelled Policy and the Insurer will be entitled to recover from the Policyowner any expense incurred by the Insurer in underwriting the Policy.

## Conditionally renewable

The Insurer may offer renewal subject to such new or additional terms as it may deem appropriate.

## Alterations and Non Waiver

No alterations in the terms of this Policy, its attachments or endorsements shall be considered valid unless these are signed or initialled by an officer or authorized representative of the Insurer.

## In the Event of Fraud

If any claim shall, in any respect, be false or fraudulent or, if fraudulent means or devices are used by an Insured Individual or anyone acting on the Insured Individual's behalf to obtain benefit hereunder, then the Policy shall be cancelled immediately and all benefit and premium forfeited.

## Non-Participating

This Policy and all attached Riders, if any, does not share in the surplus of the Insurer.

## No Cash Value

This Policy and all attached Riders, if any, have no Cash Value.



## EXCLUSIONS

The following treatments, items, conditions, activities and their related, associated or consequential expenses are excluded from the Policy and the Insurer should not be liable for:

1. Pre-existing Conditions or any related, associated or consequential Disabilities, unless disclosed to and accepted in writing by the Insurer.
2. Care or treatment for which payment is not required or to the extent which is payable by any other insurance or indemnity covering the Insured Individuals including legislation or insurance coverage relating to occupational death, Injury, Illness or disease.
3. Routine medical examinations or checkups, examinations for employment or travel, routine eye or ear examinations, vitamins, nutritional supplements, vaccinations, medical certificates, hearing aids, chelation therapy, hydro colon therapy, counseling, custodial or maintenance care, rest cures, and services or treatment at home or while a bed patient at any facility that is not a Hospital.
4. Dental work, except that which is explicitly stated in the optional dental plan Benefits Schedule as being covered by the Policy, Cosmetic Surgery, and Reconstructive Surgery except for charges for the prompt repair of an Injury. In the case of Injury to teeth, the teeth repaired must have been sound and natural. In each case of an Injury, the Injury must occur while the person is an Insured Individual.
5. Tests or treatment related to fertility, complications or Illness from IVF induced pregnancy, impotence or erectile dysfunction, contraception, sterilization, birth defects, Congenital Conditions, or any abortion performed due to psychological or social reasons, and consequences thereof.
6. Pregnancy or childbirth including prenatal and postnatal care, except where Maternity Benefits are stated on the Benefits Schedule as being covered by the Policy.
7. Prostheses, corrective devices, medical appliances except for surgical implants. Treatment that is either not part of Western (allopathic) medicine, except where Complementary Medicine Benefits are stated on the Benefits Schedule as being covered by the Policy, or which is not Medically Necessary, or complications or disabilities consequential thereupon.
8. All costs relating to human organ or tissue transplant from a donor to a recipient and all expenses directly or indirectly related to Organ Transplantation (including conditions requiring or likely to require transplantation and status post transplantation) except as provided by the Organ Transplantation Benefit when this benefit is stated on the Benefits Schedule as being covered by the Policy.
9. Outpatient tests or treatment of psychiatric, psychological, Mental or Nervous Conditions, and any physiological or psychosomatic causes or manifestations thereof, self-inflicted Injury, suicide or attempted suicide, deliberate exposure to exceptional danger except in effort to save human life, excessive consumption of alcohol or narcotics or similar drugs or agents, sleep disorders, learning difficulties, behavioural or developmental disorders, Venereal Disease.
10. Any treatment or test in connection with Human Immunodeficiency Virus (HIV) related Illness including Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) and/or any mutation, derivation, or variation thereof except when AIDS/HIV Benefits are stated on the Benefits Schedule as being covered by the Policy.
11. Experimental or pioneering medical and surgery techniques except with the Insurer's prior approval in writing.
12. Services which are not recommended and prescribed by the Insured Individual's attending Physician except for a Second Opinion prior to surgery and continuity of fees from a referring Physician after the date on which an Insured Individual has been referred to another Physician or Specialist.
13. Refractive defects of the eye, such as near-sightedness and astigmatism, spectacles, monacles or contact lenses.
14. Injury or Illness as a result of duties of employment or profession in Employment Class III or IV, participation in any professional sport, or aviation or aeronautics other than as a fare paying passenger on a duly licensed commercial aircraft unless disclosed to and accepted by the Insurer.
15. Injury or Illness while serving as a member of a police or military unit of any country or international authority, or War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power, or the intentional use of military force to intercept prevent, or mitigate any known or suspected Terrorist Act, or any illegal act including resultant imprisonment. Any medical services rendered an Insured Individual while he is confined in a prison, jail, any other correctional facility including halfway houses or similar facilities, or any mental institution. Exposure to ionizing radiation or radioactive contamination of any kind.
16. Hospital inpatient treatment for convalescence, rehabilitation, supervision or conditions which in the opinion of the Insurer's Medical Adviser can be properly treated as an outpatient.
17. Transportation costs in respect of trips made specifically for the purpose of obtaining medical treatment unless in the course of an approved Emergency Medical Evacuation, and all Emergency Medical Evacuation costs not approved in advance by the Insurer or its appointed 24-hour Emergency Medical Assistance Center.
18. Charges, or portions of charges, which are not Reasonable and Customary Charges. Costs arising under any legislation which seeks to increase the cost of medical treatment and services actually received above charge levels which would be considered Reasonable and Customary in the absence of such legislation.
19. Any costs incurred outside of the Policy Year or for any period for which the appropriate premium has not been paid. Emergency Medical Evacuation, and all Emergency Medical Evacuation costs not approved in advance by the Insurer or its appointed 24-hour Emergency Medical Assistance Center.
18. Charges, or portions of charges, which are not Reasonable and Customary Charges. Costs arising under any legislation which seeks to increase the cost of medical treatment and services actually received above charge levels which would be considered Reasonable and Customary in the absence of such legislation.
19. Any costs incurred outside of the Policy Year or for any period for which the appropriate premium has not been paid.



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

Pioneer Life Inc.

A handwritten signature in black ink, reading "Lorenzo Chan Jr", written over a horizontal line.

**LORENZO O. CHAN, JR**

President and Chief Executive Officer

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](mailto:pubassist@insurance.gov.ph). The official website of the Insurance Commission is [www.insurance.gov.ph](http://www.insurance.gov.ph).