

NAME AND ADDRESS OF THE INSURED:

**Policy Number
CXXXXX**

PET CARE INSURANCE

WHEREAS the Insured, by a proposal and declaration which shall be the basis of this contract and is deemed incorporated herein, has applied to the Company for the insurance Coverage hereinafter contained;

WHEREAS, in consideration of the Insured having paid the Company the premium as stated in the Schedule, the Company has agreed to provide for such insurance coverage;

NOW THIS POLICY WITNESSETH that in respect of events occurring during the period of insurance, and subject to the limitations, exceptions and Conditions contained herein or endorsed herein, the Company will indemnify the Insured in the manner and to the extent hereinafter set forth.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its duly authorized representative at _____, Philippines on this ____ day of _____, 20 ____.

MALAYAN INSURANCE COMPANY, INC.

Authorized Signature

Documentary Stamps to the value shown herein have been affixed and properly cancelled on the duplicate of this Policy.

IMPORTANT NOTICE

The Insurance Commissioner, with offices in Manila, Cebu, and Davao, is the government official in charge of the faithful execution and enforcement of all laws relating to insurance and supervision over insurance companies. He is ready at all times to render assistance in setting any controversy between an insurance company and a policyholder relating to insurance matters.

PET CARE INSURANCE

COVERAGE

SECTION 1: MEDICAL REIMBURSEMENT

The Company shall reimburse any payment made by the **Insured** up to the amount specified in the Schedule of **Coverage** under Section 1 of this Policy for expenses that are medically necessary (**Medication**) to treat or diagnose (**Treatment**) the **Insured's Pet** arising from an **Accident** or **Illness** not excluded under this policy which includes the following:

- a. Laboratory Tests;
- b. X-rays, ultrasound, MRI and CAT Scan;
- c. Surgery;
- d. Hospitalization;
- e. **Medication** that is prescribed by a veterinarian;
- f. Extractions of permanent broken teeth due to an **Accident**; and
- g. Euthanasia when advised by a veterinarian to alleviate suffering (subject to provisions of R.A. 8485 otherwise known as The Animal Welfare Act of 1998 and R.A. 9482 otherwise known as Anti-Rabies Act of 2007); and
- h. Costs of Veterinarian professional fees or charges which are directly and solely in relation to **Medication** and **Treatment** as defined and as covered under this policy.

Medical Reimbursement cover of this policy shall not cover any injury, sickness or illness and any of its resulting complications contracted by the Insured's Pet within the number of days as specified in the Policy Schedule from the effectivity of the policy coverage. During such time, any expenses necessarily incurred to relieve of pet of any injury, sickness or illness shall not be reimbursable under the policy, unless the pet has been covered under this policy for twelve (12) consecutive months.

Extension under Section 1: Medical Reimbursement:

Burial Assistance (Euthanasia)

In the event of the death of the **Insured's Pet** death due to Euthanasia, this policy will pay the **Insured** the amount stated in the schedule

SECTION 2: OWNER'S LIABILITY (THIRD PARTY LIABILITY)

The Company shall pay for actual or compensatory damages and costs which the **Insured** shall become legally liable, inclusive of legal costs and expenses up to the amount specified in the Schedule of **Coverage** under Section 2 of this Policy for defending a claim against the **Insured** in the event that a **Third Party** is killed, injured or falls ill, or if a Third Party's property is damaged during the policy period, due to the actions of the **Insured's Pet**.

SECTION 3: PERSONAL ACCIDENT COVER

The Company will pay the **Insured** (or in the event of the **Insured's** death, his/her beneficiary), the sum or sums of money herein specified in the Schedule of **Coverage** under Section 3 of this Policy, if the **Insured**, during the period of insurance stated, shall sustain any bodily injury caused by **Accident**, independent of any other cause, within twelve (12) consecutive months from the date of such **Accident**.

Accidental death and dismemberment benefits shall be payable even if the loss occurs within One Hundred Eighty (180) days from date of the **Accident**.

Accidental Death	100%
Total Permanent Disability	100%
Disablement/Dismemberment	Subject to the Table of Benefits below

Description of Dismemberment	Percentage of the Capital Sum	Description of Dismemberment	Percentage of the Capital Sum
Loss of two limbs.....	100%	Index finger (three phalanges).....	15%
Loss of both hands, or all fingers and both thumbs.....	100%	Index finger (two phalanges).....	8%
Loss of both feet.....	100%	Index finger (one phalanx).....	4%
Loss of one hand and one foot.....	100%	Middle finger (three phalanges).....	10%
Loss of sight of both eyes.....	100%	Middle finger (two phalanges).....	4%
Any other injury causing Permanent total disablement.....	1% / month up to 100	Middle finger (one phalanx).....	2%
Loss of arm at or above the elbow.....	70%	Ring finger (three phalanges).....	8%
Loss of arm between elbow and wrist.....	50%	Ring finger (two phalanges).....	4%
Loss of hand.....	50%	Ring finger (one phalanx).....	2%
Loss of leg at or above knee.....	60%	Little finger (three phalanges).....	6%
Loss of leg below knee.....	50%	Little finger (two phalanges).....	3%
Loss of one foot.....	50%	Little finger (one phalanx).....	2%
Loss of sight of one eye.....	50%	All toes of one foot.....	17%
Loss of speech.....	50%	Great toe (two phalanges).....	5%
Loss of hearing-both ears.....	50%	Great toe (one phalanx).....	2%
One ear.....	25%	Any other toe.....	3%
Total loss by physical severance or total. and permanent loss of use of:		Any permanent partial disablement not specific above other than loss of sense of taste or smell * such percentage to be assessed by the Company as in the opinion of the Company's medical advisers is not inconsistent with the percentages specified above and without regards to the Person Insured's employment or occupation.	
Thumb and four fingers of one hand.....	50%		
Four fingers of one hand.....	40%		
Thumb (both phalanges).....	25%		
Thumb (one phalanx).....	10%		

DEFINITIONS SPECIFIC TO SECTION 3

1. Permanent total loss of the use of a member shall be considered and treated as loss of such member.
2. Loss of hand or foot shall mean complete severance through or above the wrist or ankle joint.
3. The loss of the first joint of the thumb or index finger shall be considered as equal to the loss of one-half of the thumb or index finger and the benefit shall be one-half of the benefit specified for the loss of the thumb or index finger.
4. The loss of more than one phalanx of the thumb or index finger shall be treated as loss of the entire thumb or index finger.
5. Loss of sight shall mean the complete and irrecoverable loss of sight.
6. Loss of speech shall mean the complete and irrecoverable loss of speech.
7. Loss of hearing shall mean the complete and irrecoverable loss of hearing.
8. Permanent Total Disablement shall mean that the Insured is totally and permanently disabled and prevented by reason of bodily injury which does not result in any of the specific losses enumerated above, from engaging in each and every occupation or employment for compensation or profit for which he is reasonably qualified by reason of his education, training or experience, provided such disability has continued for a period of twelve (12) consecutive months and is diagnosed total, continuous and permanent at the end of this period. Payment of the benefits starts on the thirteenth (13th) month.

EXTENSION OF COVER SPECIFIC TO SECTION 3

- a) **Accidental** Food Poisoning (presence of deleterious matter on food and drinks and not as a result of spoilage/expiration)
- b) **Accidental** Gas Poisoning
- c) Acts of Nature
- d) Amateur and Social Sports

- e) Animal Bites including mosquito bites (except viral infections/disease following animal/mosquito bites)
- f) Commercial flying as fare paying passenger
- g) Drowning
- h) Motorcycling cover including pillion riding excluding whilst engaged in any form of racing, riding exhibition, motocross racing, etc.
- i) Pyogenic infections acquired through **Accidental** cut or wound
- j) Riot and strikes (not as active participant)
- k) 24/7 worldwide coverage; on and off the job

EXCLUSIONS

- A. With respect to Section 1: Medical Reimbursement, the Company shall not pay for:
- i. more than the **Maximum Benefit** specified under this section;
 - ii. any amount less than the **Deductible** as stated in the Policy Schedule;
 - iii. any incident that happened before the **Insured's Pet Coverage** started as defined in the **Pre-existing Condition** under the General Exclusions Section of this Policy; and
 - iv. any claim related to the death/**Killing** of the **Insured's Pet** other than Euthanasia
 - v. PRE-EXISTING CONDITIONS: This Policy does not cover any Injury, Illness or Condition which the Insured's Pet has already been diagnosed with, treated for and/or showed clinical signs of, declared or not declared by the Insured during the application process regardless of the length of time from the last Treatment and/or Medication of the Insured's Pet for the declared condition, and whether or not the Insured's Pet has already recovered from the same. For the avoidance of doubt, illnesses occurring during the Policy Period for which the pet has already been treated for and for which a claim has been made against this Policy shall be considered a pre-existing condition.
 - vi. This Policy does not cover **Injury** and loss of life of the **Insured's Pet** which resulted from intentionally inflicted **Injury** by the **Insured** or any of the **Insured's** family members, whether sane or insane;
 - vii. This Policy does not cover the **Killing** of the **Insured's Pet** through any means, including poisoning whether intentional or unintentional, other than Euthanasia under section 1 of this Policy;
 - viii. This Policy does not cover theft, robbery, or mysterious disappearance of the **Insured's Pet** or any disappearance of the **Insured's Pet** which resulted from Terrorism and all convulsions of nature such as earthquakes, typhoons, and the likes;
 - ix. This Policy does not cover the death of the **Insured's Pet** when the death is due to pregnancy or birth-related causes;
 - x. Veterinary exams unless otherwise covered under Section 1: Medical Reimbursement;
 - xi. Inherited and Congenital **Conditions**;
 - xii. Elective, cosmetic, grooming, bathing and nail clipping;
 - xiii. Fees to diagnose or treat any **Illness** or **Injury** related to breeding, pregnancy, whelping, and nursing;
 - xiv. The costs incurred to spay or neuter the **Insured's Pet** regardless of the reason;
 - xv. Preventive care including but not limited to wellness exams, flea control, vaccines except vaccinations and worm Medications prescribed by the attending veterinarian medically necessary to treat a covered sickness or Illness;

- xvi. All diets, pet food, vitamins and nutritional supplements, whether prescribed or not;
- xvii. Alternative **Treatments** including but not limited to holistic, acupuncture, chiropractic, herbal and homeopathic. (Laser therapy, hydrotherapy and physical therapy are not considered alternative Treatments and therefore covered expenses.);
- xviii. Any diagnostics or **Treatment** associated with anal glands;
- xix. More than one illness or injury arising from the same cause that has previously occurred.
- xx. Diagnostic or **Treatment** for internal or external parasites including but not limited to fleas, heartworms, and roundworms;
- xxi. Illnesses for which a vaccine is available, unless a veterinarian has recommended that the **Insured's Pet** not receive such vaccine. This includes but is not limited to: Canine and Feline Distemper, Parvovirus, Parainfluenza, Hepatitis, Leptospirosis, Calicivirus, Feline Immunodeficiency Virus, Feline Infectious Peritonitis, Canine Coronavirus Disease, Bordetella, Rabies, Feline Leukemia, and Feline Herpesvirus;
- xxii. Injuries caused by the **Insured's Pet** being attacked or attacking another pet in the Insured's household;
- xxiii. **Treatment** or diagnostics related to behavior;
- xxiv. Any **Conditions** related to teeth including but not limited to gingivitis, periodontal disease, root canals, cap and crowns, vital pulpotomies, deciduous teeth, diseased or abscessed teeth (except medically necessary extractions of permanent broken teeth due to an **Accident**);
- xxv. The cost of **Treatment** or diagnostic for bilateral **Conditions** presenting on one side of the body, if that Condition was a **Pre-existing Condition** on the other side of the body. (For example, but not limited to, if a dog has been diagnosed with a cruciate tear in his left leg before the **Coverage** period or during the waiting period, a subsequent cruciate tear in his right leg shall be considered pre-existing);
- xxvi. This policy does not cover collar and tail injury.

Always excluded:

- a. Obesity or overweight, if not due to an underlying medical Condition;
 - b. Osteoarthritis, Spondylosis, Luxating Patella and Diabetes;
 - c. Necropsy or autopsy of the **Insured's Pet**.
- B. With respect to Section 2: Owner's Liability, the Company shall not be liable to pay for:
- i. more than the maximum amount specified under this section;
 - ii. any damages, costs or expenses that the **Insured** admits responsibility to anybody or offers to pay or settle a claim without the consent and approval from the Company, but such consent must not be unreasonably withheld by the Insurer;
 - iii. any costs or expenses in defending the **Insured** which the Company has not agreed to beforehand;
 - iv. exemplary or punitive damages; and
 - v. any damages, costs and expenses:
 - 1. resulting from an incident that took place as a result of the **Insured's** profession, occupation or business;
 - 2. if the **Insured** is legally responsible only because of a contract the **Insured** entered into;
 - 3. if the person who is killed, injured or falls ill lives with the **Insured** or is employed by the **Insured** or is a relative of the **Insured** up to the third (3rd) degree of consanguinity and/or affinity;
 - 4. if the property damaged belongs to the **Insured** or any person who lives with the **Insured** or is employed by the **Insured** or is a relative of the **Insured** up to the third (3rd) degree of consanguinity and/or affinity;
 - 5. if the **Insured** is deemed responsible under the law for committing an intentional act which caused damage to another involving the **Insured's Pet**;

6. if the **Insured** is responsible for air, water and soil **Pollution**; unless it can be proved that the pollution took place immediately after and as a result of an **Accident caused by the Insured's Pet**; and
7. any costs or expenses for anti-rabies injections or any medications administered to a **Third Party** arising from a biting incident involving the **Insured's Pet** which occurred:
 - a. prior to policy inception or
 - b. to which a doctor did not recommend to administer anti-rabies injection or any medications;
 - c. to which the claim against the Insured was not made and was not reported to the Company during the policy period.

C. With respect to Section 3: Personal Accident, the following shall be excluded:

- i. loss caused directly or indirectly, wholly or partly by:
 1. bacterial infections, viral infections, sickness or disease (except pyogenic infections which shall occur through an **Accidental** cut or wound); or infections caused by parasites;
 2. medical or surgical treatment (except such as may be necessary solely by reason of injuries covered by this policy);
 3. miscarriage or pregnancy;
- ii. suicide or any attempt thereat;
- iii. murder and assault or any attempt thereat
- iv. loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, strikes, riots, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, terrorism, military or usurped power, martial law or state of siege, seizure, quarantine, or customs regulations or naturalization by or under the order of any government or public or local authority. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The application of the exclusion referring to martial law or state of siege is hereby waived for any territorial jurisdiction of the Republic of the Philippines.
- v. nuclear radiation or radioactive contamination;
- vi. injury sustained while participating in amateur or professional athletics, local sports leagues or
- vii. international tournaments, or any organized and scheduled amateur physical contact sport;
- viii. injury sustained while engaging in but not limited to mountaineering requiring the use of ropes or guides,
- ix. skin diving employing the use of compressed cylinders, racing on wheels or horseback, skydiving from
- x. device for aerial navigation, hang gliding;
- xi. cave-in of mines;
- xii. loss of life or injury sustained as a direct result of, in connection with or attributable to the insured being;
- xiii. under the influence of drug;
- xiv. loss of life or injury sustained as a direct result of, in connection with or attributable to:
 1. a commission of a crime or any attempt thereat;
 2. violation of rules and regulations on traffic and/or road use;
 3. avoiding arrest or
 4. any unlawful act (civil or criminal)

D. Exclusions applicable to all sections:

- i. Under any section of this Policy, the Company shall **not** pay for:
 1. costs resulting from infringement of any law, by-law or importation legislation;
 2. costs the **Insured** incurred while the Policy is not in force even if for a claim for an **Injury, Illness or Condition** for which a claim payment has previously been made;
 3. costs to complete a claim form or obtain medical records or necessary information;
 4. costs of routine physical or any other examination;

5. costs of any veterinarian professional fees or charges, unless otherwise covered under Section 1: Medical Reimbursement in relation to **Medication** and **Treatment**;
6. costs of having the **Insured's Pet** temporarily unconscious or put to sleep either for purposes of sedation or in order to perform any kind of procedure.;
7. costs resulting from an **Injury, Illness** or **Condition** specified as excluded or generally not covered within the terms and Conditions of this Policy;
8. any **Injury, Illness** or **Condition** of the Pet resulting from the following while performing their tasks as such:
 - a. Stunt Pets;
 - b. Pets used for Police, Military or Security services such as bomb sniffers and drug sniffers;
 - c. Pets raised and used for fighting (e.g. dog-fighting);
 - d. Pets raised and used for sports (e.g. hunting and racing).
9. claims which resulted from any dog aged under six (6) months or over eight (8) years, or any cat aged under six (6) months or over eight (8) years, unless the Company expressly stipulates to the contrary through an endorsement, signed by an Authorized Officer;
10. claims notified or received by the Company more than thirty (30) days from the date of death of the **Insured's Pet** or from the date an incident occurred with respect to third persons, for which a claim is being made; and
 - ii. The Company shall not pay for **Illness, Injury** or **Condition** caused by war activities. War activities include bombardment, invasion, civil war, insurrection, rebellion, revolution, coup, or actions or armed forces while engaged in a war whether declared or not.
 - iii. The Company shall not pay for any claims caused by any nuclear incident, nuclear explosion or contamination by radioactive material.
 - iv. Treatment or diagnostics for cruciate ligament injuries over the lifetime limit as specified in the Schedule reimbursement for each leg. This includes any associated meniscal **Injury** or another **Condition** secondary to cruciate ligament Injury, tear or rupture.
 - v. **Treatment** or diagnostics of an **Illness, Injury**, or service excluded by the Policy as well as secondary complications from such excluded **Illness, Injury**, or service.
 - vi. Intentional, neglectful, or preventable acts, caused by the **Insured** or a member of your household, that result in **Injury** or **Illness** to the **Insured's Pet**.
 - vii. Experimental, investigational **Treatment**, organ and tissue transplants, or prosthesis.
 - viii. Sales tax, medical waste, veterinary administrative, shipping, and postage fees.
 - ix. House calls, travel time, boarding and/or transportation.
 - x. **Conditions** resulting from activities related to training or participating in track or sled racing, guard security, working, or organized fighting.
 - xi. **Injury** of **Illness** caused directly or indirectly by: a) enemy attack by armed forces, with or without a state of war, including actions taken in resisting the attack; b) insurrection; c) rebellion; d) revolution; e) invasion; f) civil war; g) illegal acts; h) usurped power; i) nuclear radioactive contamination; j) pandemic conditions.

CONDITIONS

A. Conditions Specific to Section 2: Owner's Liability

1. The **Insured** must not admit responsibility, agree to pay any claim or negotiate with any other person following an incident without the consent and approval from the Insurer.

2. The **Insured** must immediately send the Company any writ, summon or legal document the **Insured** received and the **Insured** must never send any replies to them without the Company's consent.

B. Conditions Specific to Section 3: Personal Accident

1. Any sum short of one hundred percent (100%) which may be paid under Table of Benefits II (Permanent Disablement or Dismemberment) shall be accounted for in diminution of the Capital Sum Insured, so that in the case of supervening death directly and necessarily resulting from one and the same bodily injury, the total amount payable by the Company for all claims under Table of Benefits I and II as a result of any one **Accident** shall not exceed the amount payable in case of death under Section A of Table of Benefits I.
2. No indemnity will be paid under any circumstance for more than one of the losses specified in Table of Benefits II (Permanent Disablement or Dismemberment). In case of occurrence of losses indemnifiable under Table of Benefits II the Company shall pay only the indemnity corresponding to the greatest loss.
3. If default be made in the payment of the agreed premium for this policy, the subsequent acceptance of a premium by the Company, or by any of its duly authorized agents shall reinstate the policy, but only to cover loss resulting from **Accidental** injury sustained subsequent to the acceptance date.
4. The Company shall have the right and opportunity to examine the person of an Insured when and as often as it reasonably required during the pendency of claim hereunder, and the right and opportunity to make an autopsy in case of death where it is not forbidden by law.
5. Indemnity for loss of life of the Insured is payable to the beneficiary, if surviving the Insured, and otherwise to the estate of the Insured. All other indemnities of this policy are payable to the Insured.
6. If the Insured be injured after having changed his occupation to one classified by the Company as more hazardous than that stated in this Policy or while doing for compensation anything pertaining to an occupation so classified, the Company will pay only such portion of the indemnities provided in this policy as the premium paid would have purchased at the rates and within the limits fixed by the Company for such more hazardous occupation. If the Insured changes his occupation to one classified by the Company as less hazardous than that stated in this policy, the Company, upon receipt of proof of such change of occupation, will reduce the premium rate accordingly, and will return the excess, pro rata unearned premium from the date of change of occupation or from the policy anniversary date immediately preceding receipt of such proof, whichever is the more recent. In applying this condition, the classification of occupational risk and the premium shall be such as have been last promulgated by the Company prior to the occurrence of the loss for which the Company is liable or prior to date of proof of change in occupation.

C. General Conditions

1. The **Insured** agrees that any veterinarian has the **Insured's** permission to disclose any information the Company asks for about the **Insured's Pet**. Any fee charged by the veterinarian for such inquiry shall be for the account of the **Insured**.
2. The **Insured** agrees to provide any information the Company reasonably asks for with regard to the **Insured's Pet** or any pertinent information necessary or related to any claim being made by the **Insured** on this Policy.
3. The **Insured** must allow the Company to take charge of the **Insured's** claim and allow the Company to prosecute on behalf of the **Insured** for the benefit of the Company.
4. If the **Insured** has any legal rights against another person in relation to a claim, the Company may take legal action against them on behalf of the **Insured** at the Company's cost.
5. This Policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the schedule shall bear such specific meaning wherever it may appear. None of the provisions, Conditions, terms of this Policy shall be waived or altered except by an endorsement signed or initialed by an Authorized Official of the Company and issued in accordance with the provisions of Section 50 of the Insurance Code, as amended.

6. PREMIUM: The premium shown on the Schedule attached hereto shall be payable to the Company on the effective date of this Policy.
7. FREE LOOK PROVISION: This policy or any Certificate of Insurance (COI) issued in reference to this policy is subject to a 5-day free look period for the **Insured's** review and inspection. For COI's, full terms and conditions of the policy are made available for review during the regular office hours of the Insurance Company.

If after the review or examination, the Insured is not fully satisfied, and the Insured return the Policy or the COI duly received by Malayan Insurance Company, Inc. on or before the expiration of the free look period, coverage provided under the Policy or COI, will be considered null and void from the beginning and all premiums charged will be refunded to the **Insured**.

This provision shall only be applicable to Section 3 – Personal Accident of the policy

8. OTHER INSURANCE: If at the time of a loss or damage, there be any other insurance or insurances whether effected by the **Insured** or other persons covering the same loss, the Company shall not be liable to pay or contribute more than its ratable proportion of such loss. In which case, the Company shall make a ratable return to the **Insured** of the premium in proportion to the amount by which the aggregate sum **Insured** in all policies exceed the determined full insurable value of the **Insured's Pet**.
9. ARBITRATION AND MEDIATION
 - a. It is agreed by the **Insured** and the Company that before any dispute arising out of this Policy is referred to mediation or arbitration, the parties shall try to resolve the dispute within a period of two (2) months.
 - b. In the event that the Insured and the Company fail to settle any dispute arising out of this Policy, the parties hereto agree to try and settle the dispute by mediation administered by the Insurance Commission or any recognized mediation institution under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.
 - c. Arbitration shall be administered by the Philippine Dispute Resolution Centre Inc., (PDRCI) in accordance with its Rules of Arbitration.
10. SUIT AGAINST THE COMPANY: If a claim is made and rejected and an action or suit is not commenced either in the Insurance Commission or in any court of competent jurisdiction within twelve (12) months from receipt of notice of such rejection, or in case of arbitration taking place as provided herein, within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. CLAIM NOTIFICATION: Written notice of any possible claim must be given to the Company within thirty (30) days after the date of the incident. In the event of death of the **Insured's Pet**, immediate notice thereof must be given to the Company. Submission of claim documents shall be made within seven (7) days from notification.
12. SETTLEMENT OF CLAIM: The amount of any loss or damage for which the Company may be liable under this Policy shall be paid within thirty (30) days after proof of loss is received by the Company and ascertainment of the loss or damage is made either by agreement between the **Insured** and the Company or by arbitration but if such ascertainment is not had or made within sixty (60) days after such receipt by the Company of the proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt. Refusal or failure to pay the loss or damage within the time prescribed herein will entitle the **Insured** to collect interest on the proceeds of the policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such failure or refusal to pay is based on the ground that the claim is fraudulent.
13. CONCEALMENT OR FRAUD: There shall be no **Coverage** under this Policy if the **Insured** intentionally concealed or misrepresented any material fact or circumstances relating to this Policy.

14. **SUBROGATION:** In the event that the Company pays a loss under this Policy, the Company shall be subrogated to all of the Insured's rights of recovery against any person or organization responsible for such loss. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
15. **RECEIPT OF PAYMENT:** Except only in those specific cases where corresponding rules and regulations which are now or may hereafter be in force provide for the payment of the stipulated premiums in periodic installments at fixed percentages, it is hereby agreed and warranted that this Policy shall be deemed effective, valid and binding upon the Company only when the premiums therefore have actually been paid in full and duly acknowledged in a receipt signed by any authorized official or representative/agent of the Company.
16. **CLAIMS MITIGATION:** Each **Insured** and/or the Company shall exercise due diligence to ensure that all reasonable and practicable steps are taken to avoid or diminish any liability which may give rise to or has given rise to a claim. In any event no action shall be taken by the **Insured** which might prejudice the Company.
17. **NEW CIVIL CODE WAIVER CLAUSE:** It is hereby further declared and agreed that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads:
- "In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment ..."*
- shall not apply in determining the extent of liability under the provisions of this Policy.
18. **CANCELLATION:** This Policy shall not be cancelled by or on behalf of the Company except in accordance with and pursuant to the provisions of Sections 64 and 65 of the Insurance Code, as amended. In the event of such cancellation, the Company shall refund the paid premiums less the earned portion thereof to the **Insured**. Likewise, this Policy may be cancelled on the short rate basis set forth in the short rate cancellation table at the request of the **Insured**.

Applicable to Annual Policy:

<u>Short Rate Cancellation Table</u>	<u>Percentage of Annual Premium</u>
2 months (minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

Applicable to Short Period Policy:

<u>Policy Period</u>	<u>Cancellation Request</u>	<u>Percentage of Premium</u>
30 days	Within 7 days	70%
	Beyond 7 days	80%
90 days	Within 30 days	70%
	31-60 days	80%
	Beyond 60 days	90%
180 days	Within 30 days	50%
	31-60 days	60%
	61-90 days	70%
	Beyond 90 days	75%
270 days	Within 30 days	50%
	31-60 days	60%

61-90 days	70%
91-120 days	75%
Beyond 120 days	80%

19. ACCUMULATION LIMIT CLAUSE: The maximum **Coverage** for each pet is limited to three (3) policies or coverages. If the Pet Owner has already activated three (3) policies or coverages assigned to the same pet, the Pet Owner can either:
 - a) assign the excess to another qualified pet that should be named as the **Insured's Pet**; or
 - b) apply to the Company for a premium refund for the excess.
20. FRAUDULENT CLAIMS CLAUSE: Section 251 of the Insurance Code, amended, imposes a fine not exceeding twice the amount claimed and/or imprisonment of two (2) years, or both, at the discretion of the court, to any person who presents or causes to be presented any fraudulent claim for the payment of a loss under a contract of insurance, and who fraudulently prepares, makes or subscribes any writing with intent to present or use the same, or to allow it to be presented in support of any claim.
21. RENEWAL CLAUSE: Unless the Insurer at least forty-five (45) days in advance of the end of the Policy period mails or delivers to the named **Insured** at the address shown in the Policy notice of its intention not to renew the Policy or to Condition its renewal upon reduction of its limits or elimination of Coverages, the **Insured** shall be entitled to renew the Policy upon payment of the premium due on the effective date of the renewal. Any Policy written for a term longer than one (1) year or any Policy with no fixed expiration date shall be considered as if written for successive policy periods or terms of one (1) year.
22. DATA PRIVACY. It is hereby declared that, the **Insured** has agreed that any personal information collected or held by the Company from the **Insured** may be held, used and disclosed by the Company to individual/organizations associated with the Company or any selected third part (within or outside the country where the Insured is domiciled) for the purposes of processing the application and providing subsequent services to the Insured for such purposes. The **Insured** has the right to obtain access to and to request correction of any personal information held by the Company concerning the Insured.
23. CONDITIONS PRECEDENT OF LIABILITY OF COMPANY. The due observance and fulfillment of the terms, provisions, exceptions and conditions of this Policy in so far as they relate to anything to be done or not to be done by the **Insured** and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under the Policy.

DEFINITIONS

Accident	:	Unexpected, unintended and/or unforeseen event causing Injury.
Beneficiary	:	The person who is the next of kin of the Insured.
Deductible	:	Any amount to be borne by the Assured as stated in the Policy Schedule.
Clinical Signs	:	Changes in the normal healthy state, body functions or behavior of the Insured's Pet .
Condition	:	All manifestations of Clinical Signs resulting in the same diagnosis, regardless of the number of incidents or areas of the body affected.
Coverage	:	The insurance protection described in the Policy, any rider of endorsements, and the Schedule of Coverage.
Illness	:	Sickness and disease, including any changes to the Insured Pet's normal healthy state based on the initial health certificate by the Veterinarian.

Injury	:	Physical harm to a third party or damage to a third party's property.
Insured	:	The person named or reflected in the Schedule as the Insured Pet's Owner.
Insured's Pet	:	The dog or cat named in the Schedule of Coverage describing its identity.
Killing	:	An act of depriving of life or to destroy the life of the Insured's Pet through any means, including poisoning whether intentional or unintentional.
Maximum Benefit	:	The most the Company will pay, as specified in the Schedule of Coverage.
Medication/ Treatment	:	Laboratory Tests, X-rays, Ultrasound, MRI, CT Scan, Surgery, Hospitalization and other expenses that are medically necessary to treat or diagnose the Insured's Pet . Provided however, that it was performed by certified Veterinarian or a member of a professional organization upon a Veterinarian's recommendation.
Pre-existing Condition	:	An Illness or Condition which first occurred or showed Clinical Signs before the Insured Pet's Coverage started, with which the Insured's Pet has been receiving Treatment and/or Medication from a veterinarian within the six (6) months prior to the effective date of this Policy.
Pollution	:	The discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.
Third Party	:	Any person other than the Insured and shall also exclude a member of the household, or a member of the family within the third (3 rd) degree of consanguinity and/or affinity or a member of the Insured's employ.