

All are reimbursable provided they are duly supported with receipts. The injury should have been sustained, or the necessary medical transportation, communication, food and other needed services should have been incurred within thirty (30) days from the date of Maritime Accident.

### SECTION 1.2 INSURANCE POLICY AGREGATE BENEFIT

The aggregate Benefit payable by the **Company** under this Policy for any one **Occurrence** shall not exceed the amount specified in the Schedule of this Policy based on the authorized number of **Passengers** allowed by MARINA (as stipulated in the application for insurance) multiplied by the limit of Php200,000.00 per manifested **Passenger**.

Benefits under this Policy shall be paid whether the Policyholder is legally liable or not. However, payments made under this Policy shall not free the Policyholder from any other liability that may be imposed on the Policyholder as a Common Carrier (per Article 1732, Civil Code) by any party authorized by law.

### SECTION 1.3: SPECIAL CONDITIONS OF COVER

This Policy shall be subject to the following provisions:

1. All applicable laws, maritime rules, regulations, and circulars are deemed to have been incorporated in this Policy, and compliance therewith is a condition precedent to this Policy continued effectively. Any violation of such laws, rules, regulations, and circulars will render this Policy, including endorsements and duly specified attachments, null and void.
2. This Policy shall not include payment of benefits to unmanifested **Passengers**.
3. A twelve (12)-month waiting period for missing Passengers shall be required, after which period, the benefits to beneficiaries of such Passengers shall be payable.

### PART II: DEFINITION OF TERMS

1. **Adequate Insurance Coverage** refers to insurance required by the Maritime Industry Authority (MARINA) for the issuance of an **Authority to Operate**.
2. **Authority to Operate** refers to an authority granted by the MARINA to a sole proprietor, partnership, cooperative, corporation, or association to provide shipping service over a specified area or route, and leaving to it the flexibility to deploy ships to perform such service as defined under RA 9295 and its relevant laws, rules, and regulations.
3. **Bodily Injury** wherever used in this Policy shall mean physical injury to the body resulting therefrom that is caused by an external, sudden, unforeseen, unexpected, violent and visible event as to the **Passenger** whose injury is the basis of the claim under this Policy.
4. **Casualties** refer to manifested **Passengers** who are covered in the **Master Policy** and whose deaths are as a result of the **Maritime Accident**.
5. **The Company** wherever used in this policy shall mean \_\_\_\_\_, duly authorized and licensed to do business in the Philippines by the Insurance Commission.
6. **Common Carrier** (Article 1732, Civil Code) shall be as defined in the Civil Code: "Common Carriers are persons, corporations, firms or associations engaged in the business of carrying or transporting passengers or goods or both, by land, water, or air, for compensation, offering their services to the public."
7. **Disablement** refers to the permanent loss of use of any part of the **Passenger's** anatomy resulting directly from an accidental **Bodily Injury**.
8. **Domestic Shipping** refers to the transport of **Passengers** or cargoes, or both, by ships duly registered and licensed under Philippine laws to engage in trade and commerce between and among Philippine ports and within Philippine territorial or internal waters, for hire or compensation, with general or limited clientele, whether permanent, occasional or incidental, with or without fixed routes, done for contractual or commercial purposes.
9. **Emergency Assistance** refers to that part of the **Master Policy** which will cover for actual and necessary expenses incurred in the treatment of injuries and welfare of **Survivors**. These include, but are not limited to, medical, transportation, communication, food and other needed expenses which are incurred immediately after and as a direct consequence of the **Maritime Accident**. The amount must not exceed Fifty Thousand Pesos (Php50,000.00) which is made through a **Reimbursement Scheme**.
10. **Loss** wherever used in this Policy with reference to hand or foot shall mean the complete and permanent severance at or above the wrist or ankle joint, and as used with reference to eyes or ears, shall mean the entire and irrevocable loss of sight or hearing.
11. **Master Policy** refers to the **Adequate Insurance Coverage** availed by ship owners and/or operators whereby premiums are paid under their account during the period of insurance and has been issued with respect to the compensation for **Casualties**, and **Emergency Assistance** to **Survivors** of **Maritime Accidents**.
12. **Maritime Accident** refers to an event which involves fire, explosion, grounding, collision/contact, capsizing/listing/tilting, sinking and similar **Occurrence** resulting to the loss or abandonment of a ship and/or loss of life/lives.
13. **Occurrence** shall mean any event, including continuous or repeated exposure to substantially the same general condition which results in **Bodily Injury** neither expected nor intended from the standpoint of the **Passenger** or **Policyholder**.
14. **Passenger** refers to every person other than:
  - 14.1 the master and the members of the crew or other persons employed or engaged in any capacity on board a ship on the business of that ship;
  - 14.2 a person on board and carried either because of the obligation laid upon the master to carry shipwrecked, distressed or other person by reason of force majeure. It shall refer to persons embarking on, on board, or disembarking from a ship engaged in **Domestic Shipping** to include the following such as, but not limited to, those who are paying, non-paying, minor, infant, holding discounted or complimentary tickets and/or accommodated passengers, including those passengers who are accompanying cargoes, vehicles or animals.
15. **Policyholder** wherever used in this policy shall mean the ship owners and/or operators to whom the **Master Policy** has been issued with respect to the compensation for **Casualties** and **Emergency Assistance** to **Survivors** of **Maritime Accident**.
16. **Reimbursement Scheme** refers to the manner of paying **Survivors** of **Maritime Accident** whereby the shipowners and/or operators advance sums of money for actual and necessary expenses incurred by **Survivors** and collate all official receipts related therewith. The shipowners and operators will, in turn, claim from the insurance company based on the **Emergency Assistance** provision in the **Master Policy**.
17. **Survivor** refers to a manifested **Passenger** of a ship involved in a **Maritime Accident** which resulted in either the partial or total loss of the ship as defined under the Insurance Code of the Philippines or in loss of life/lives, who comes out alive from such **Maritime Accident**.
18. **Total Permanent Disability** shall mean total paralysis caused by **Bodily Injury** resulting in being permanently bedridden as certified by a licensed medical practitioner.

### PART III: COVERAGE EXCLUSIONS

This Policy will not cover any loss or expense caused by or resulting from:

1. Intentionally self-inflicted injury, suicide or any attempt thereof whether sane or insane.
2. Any kind of sickness or disease.
3. Congenital abnormalities and conditions arising therefrom; dental care or surgery except when necessary in the treatment of a covered injury.
4. Cosmetic or plastic surgery except when necessary in the treatment of a covered injury.
5. Medical or surgical treatment (except as may be necessary solely by injuries covered by this policy and performed within the time provided in the Policy).
6. Any accident occurring outside the Republic of the Philippines.
7. War, invasion, act of foreign hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege, seizure, quarantine or customs regulation or nationalization by or under the order of any government or public or local authority.
8. Any loss or expenses in which the proximate cause was the Passenger's attempted commission of or a willful participation in any crime punishable under the Revised Penal Code of the Philippines (RA. 3815), except crimes of reckless imprudence as defined in Article 365.
9. Any loss or expenses in which the proximate cause was the Passenger's resistance to lawful arrest.
10. Operating a vessel without a valid Authority to Operate.
11. Murder and assault whether provoked or unprovoked.
12. Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto, it's agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an "act of terrorism" means an act, including but not limited to, the use of force or violence, atomic/ biological/ Chemical weapons, weapons of mass destruction, disruption or subversion of communication and information systems infrastructure and/or the contents thereof, sabotage or any other means to cause or intended to cause harm of whatever nature and/or the threat of any of the aforementioned acts, of any person or group(s), whether acting alone or in behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.