

## PERSONAL ACCIDENT INSURANCE BASIC TERMS AND CONDITIONS

### COVERAGE:

Description	PHP	Liability
Death & Permanent Disablement		1,000,000
Burial Expense		20,000

### OTHER RISK DETAIL:

Premium  
 • Principal : PHP 365.00 (INCLUDING TAXES)

### Risk Endorsements/Warranties/Clauses:

#### BURIAL EXPENSE ENDORSEMENT

"IT IS HEREBY DECLARED AND AGREED that the policy extends to cover Burial Expense for Php 20,000 provided that the cause of accidental death is covered under the policy."

### Other Policy Details:

#### INSURING CONDITIONS

1. This policy is subject to the following attachments:
  - a. War & Terrorism Exclusion Clause
  - b. Date Recognition Clause
  - c. Sanction & Limitation and Exclusion Clause
  - d. Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause
  - e. Burial Expense Endorsement
2. Warranted age limit: 16 - 65 years old
3. Subject to declaration of the name, occupation and date of birth of covered person.
4. Motorcycling accident is not covered under the policy.
5. Specific exclusion in addition to standard policy exclusions:
  - i. Kidnap and ransom
  - ii. Mosquito bites
  - iii. Food poisoning
6. Individuals engaging in the following occupations/activities are not covered:
  - a. Members of the armed forces or in the military service. This includes: soldier, police, secret service, detective, army, navy, air force, customs personnel, firemen.
  - b. Engaging in or performing any exhaustively physical, extraneous or hazardous sports or activities. Extraneous and hazardous activities/sports - any activity that involves chance or adventure increasing peril or putting at risk and in jeopardy the life of an insured person. While exhaustively physical activities are those activities that excessively require intense physical effort. This includes: professional athletes, acrobats, extreme sportsman, stuntmen, automobile racing drivers, aviators, boilermen, sawmill workers
  - c. Air and sea vessel's crew
  - d. Engaging in specialized trade or skills involving extraneous and hazardous physical exposure which could result to sudden and grave physical injury or disability, such as: underground and/or underwater operations, forestry personnel, loggers, asylum attendants, laborers erecting or constructing high rise structures\*, explosive makers, sawmill workers.  
 (\*High rise structures are defined as structures having 12 storeys and up.)

- e. Accident resulting or caused while the insured is performing or attempting the performance of an unlawful act.
7. This policy also covers the following risks (extensions):
  - i. 24-hour worldwide cover
  - ii. On and off the job
  - iii. While riding as a fare paying passenger of public transport and commercial flight including private / non-commercial flight
8. Each client/account holder shall be limited to one personal accident cover only. In the event that an insured person is covered under two or more policies of the same program, only one policy will respond in any valid claim.
9. Assignment of beneficiary/ies will be according to the Philippine Civil Law on Succession. Should the Principal Insured wish to specify the beneficiary of this policy, he/she may request for the same personally from BPI MS Head Office, or call (02) 8840-9000.

### Endorsements/Warranties/Clauses:

#### WAR & TERRORISM EXCLUSION CLAUSE

The insurance by this policy excludes:

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

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

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

#### DATE RECOGNITION CLAUSE

There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- (b) media or systems used in connection with any of the foregoing

Whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognize capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of the time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

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

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

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

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

## Standard Policy Conditions:

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

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

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

## PROVISOS

1. This Policy shall not extend to cover:
  - (a) Death or disablement or medical expenses occasioned by or happening through:
    - (i) War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Violence occurring in any assembly or Demonstration, Civil Commotion, Riots, Strikes, Military or Popular Rising.
    - (ii) Suicide or Attempted Suicide (sane or Insane), Hernia, Alcoholism, Venereal Disease, or Insanity, or Acquired Immune Deficiency Syndrome

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

#### CONDITIONS

1. Written notice shall be given to the Company without unnecessary delay but in any event within three weeks of the occurrence of the injury in respect of which a claim is to be made. In the event of accidental death, immediate notice thereof must be given to the Company.
2. All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured or his legal personal representatives and shall be in such form and of such nature as the Company may prescribe. The insured as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury. The Company shall in case of the death of the Insured be entitled to have a post mortem examination at its own expense. The insured shall as soon as possible after the occurrence of any injury, obtained and follow the advice of a duly qualified medical practitioner and the Company shall not be liable for any consequences arising by reason of the Insured's failure to obtain or follow such advice and use such appliances or remedies as maybe prescribed.
3. The Insured shall give immediate notice in writing to the Company of any change in his address or in his profession or occupation or of the effecting of other Insurances except Coupon against accident, disease or sickness and on tendering any premium for the renewal of this Policy shall give notice in writing to the Company of any disease or sickness and on tendering any premium for the renewal of this Policy shall give notice in writing to the Company of any disease, sickness physical defect or infirmity with which he has become affected or of which has become aware since the payment of the preceding premium.
4. This policy may be renewed from term to term, subject to consent of the Company, by issue of renewal certificate by the Company and by payment of the premium in advance at the Company's premium rate in force at time of renewals. The Policy shall not be renewable after the end of the period of Insurance during which the Insured attains the age of 70 years. The Company may at any time give notice to the Insured to terminate this Policy forthwith without prejudice to the rights of the Insured in respect of prior injury provided that the company return to the Insured the then last premium paid by him less a pro rata part thereof for the period of the year for which the Policy has been in force. Notice to be given by the Company may be given personally to the Insured in writing or sent by registered post addressed to him at his last address known to the Company. By like notice to the Company the Insured may at any time terminate and cancel this Policy in which case the Company will retain the customary short period rate for the time the Policy has been in force.
5. No assignment of the benefits of this policy shall be binding upon the Company unless and until the originals or a

duplicate thereof is filed with the Company. The Company does not assume any responsibility for the validity of any assignment. No change of beneficiary under this policy shall bind the Company unless consent thereto is formally endorsed hereon by the Company.

6. If any difference or dispute shall arise with respect to the amount of the Company's liability under this Policy, the same shall be referred to the decision of a single arbitrator to be agreed upon by both parties, or, failing such agreement of a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within two calendar months after having been required in writing to do so by either of the parties, and in case of disagreement between the arbitrators, to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and the costs of and incidental to the reference shall be dealt with in the award. And it is hereby expressly, stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire on the amount of the Company's liability hereunder, if disputed, shall be first obtained. If a claim be made and rejected and an action or suit be riot commenced within twelve months after such rejection or (in case of an arbitration taking place as provided herein) within twelve months after the arbitrators or umpire shall have made their award, then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.
7. **IT IS HEREBY DECLARED AND AGREED** that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No.386) which reads: "In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment" ...shall not apply in determining the extent of liability under the provisions of this policy.
8. **RENEWAL CLAUSE** - Unless the Company at least forty-five (45) days in advance of the end of policy period mails or delivers to the Assured at the address shown in the policy notice of its intention not to renew, or to condition its renewal upon reduction of the limits or elimination of coverages, the Assured shall be entitled to renew the policy upon payment of the premium due on the effective date of renewal.

## PERSONAL ACCIDENT TABLE OF BENEFITS

### TABLE OF BENEFITS I

**BODILY INJURY** caused by violent external and visible means which injury shall solely and independently of any other cause result in:

- A. Death - occurring within twelve calendar months of bodily injury as aforesaid.
- B. Permanent Disablement occurring within twelve calendar months of bodily injury as aforesaid and not followed within twelve calendar months of the said bodily injury, by the death of the insured:

### TABLE OF BENEFITS II

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

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

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

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

The aggregate of all percentages payable in respect of anyone accident shall not exceed 100%.  
 This contract shall terminate in the event of accidental death as provided therein or upon its expiry.

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

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

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

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

### SHORT PERIOD RATES SCALE

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

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