

Personal Accident Insurance Policy

PIONEER LIFE INC. (hereinafter called the “Insurer”) hereby issues this Personal Accident Insurance Policy to the Policyowner named in the Policy Data and agrees, subject to the terms and conditions of this Policy while in full force and effect, to pay at its Head Office, or at its duly authorized offices, the indemnities as specified in the Policy Data upon receipt and approval of due proof that an Insured Individual has incurred any loss or expense for which indemnities are payable with respect to such Insured Individual.

Signed on the Date and Place of Issue indicated in the Policy Data.



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 +632-85238461 to 70 and with email address publicassistance@insurance.gov.ph. The official website of the Insurance Commission is www.insurance.gov.ph.

PIONEER LIFE INC.

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GENERAL PROVISIONS

- 1. ENTIRE CONTRACT.** This Policy, the Application, the Policy Data, all endorsements and duly specified attachments, including any benefit rider and individual applications, shall constitute the Entire Contract. The provisions of this Policy shall apply to all attachments in this Policy. Any provision of this Policy that is inconsistent with the provisions of an attachment shall be superseded by the provisions of that attachment. The provisions of an attachment shall apply only to that attachment and not to any other part of this Policy, unless specified otherwise. In any attachment, the term "Policy" shall refer to this Personal Accident Insurance Policy.

All statements made by the Policyowner or by the Insured Individual shall, in the absence of fraud, be deemed representations and not warranties, and no such statement shall be used as a defense to a claim or used in any contest unless a copy of the instrument containing such statement is furnished to such Policyowner or Insured Individual.

- 2. ELIGIBILITY/DESCRIPTION OF THE INSURED INDIVIDUAL.** The persons eligible for insurance coverage under this Policy are persons aged *five (5) to seventy (70)* who are in good health and actively and independently performing three (3) or more of the Activities of Daily Living without any aid or support at the time his coverage shall take effect, provided that only those named herein are insured and each herein shall be called the "Insured Individual." Any pronoun used in this Policy shall apply to either gender.

Activities of Daily Living means the following:

- a. Washing – the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- b. Dressing – the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- c. Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa;
- d. Mobility – the ability to move indoors from room to room on level surfaces;
- e. Toileting – the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- f. Feeding – the ability to feed oneself once the food has been prepared and made available.

The following persons are not eligible to be covered under this Policy: Detectives, Secret Service Personnel, or any person that is part of the Armed Forces or Police Forces of any country or international authority, whether performing or not performing the duties of his profession.

This Policy does not provide benefits to the following persons while performing the duties of his profession: Acrobat, Asylum Attendant, Aviator, Boilerman, Divers, Firemen, Sawmill Worker, Wood-Working Machinist, Window Cleaner, Fishermen, Loggers, Miners, Underground Workers, and Explosive Makers.

- 3. ERRORS.** The Insurer may correct any Error of whatever nature, including misstatement of age, affecting this Policy and its attachments.

If the age of the Insured Individual has been misstated, the Policy Amount is adjusted to the correct amount which the premium due would have purchased using the correct age. In case at the correct age, the Insured Individual is not eligible for any benefit under this Policy, the liability of the Insurer is limited to the refund of the premiums received, without interest.

- 4. POLICY EFFECTIVE DATE.** The Policy Effective Date serves as the beginning date of coverage of the Insured Individual. This Policy is issued in consideration of the Application and becomes effective only upon receipt of the premium due and upon approval for issuance by the Insurer.

- 5. FREE-LOOK PERIOD.** If the Policyowner is not completely satisfied with this Policy, he may return it to the Insurer within fifteen (15) calendar days from receipt of this Policy, together with a written notice, signed by the Policyowner, requesting cancellation.

This Policy is received by the Policyowner when it is delivered at his residence and received by a person of suitable age and discretion then residing therein or at his office or regular place of business, with some competent person in charge thereof. If sent by mail, the Policy shall be deemed received by the Policyowner within ten (10) days from the date of mailing. If sent via electronic means, the Policy shall be deemed received on the date it is sent to the e-mail address registered with the Insurer.

In such cancellation, the amount refundable shall be the premium. No refund can be made when a benefit claim has been received by the Insurer at any of its offices.

- 6. CANCELLATION CLAUSE.** 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 Policy Effective Date, of one or more of the following:
- a) non-payment of premiums;
 - b) conviction of crime arising out of acts increasing the hazard insured against;
 - c) discovery of fraud or material misrepresentation;
 - d) discovery of willful or reckless acts or omissions increasing the hazard insured against;
 - e) a determination by the Insurance Commission that the continuation of this 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 shown in the Policy Data, 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.

If the Policyowner cancels this Policy, the amount of refund shall be the unearned premium net of all taxes and charges.

- 7. TERMINATION OF INSURANCE.** The insurance of any Insured Individual under this Policy terminates automatically upon the earliest of the following dates:
- a) The Policy Expiry Date as specified in the Policy Data;
 - b) The date the Insured Individual becomes employed as Detective, Secret Service Personnel, or becomes part of the Armed Forces or Police Forces of any country or international authority.

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

- 8. POLICYOWNER.** The Insured Individual, which is also the Policyowner, has all the rights and privileges in this Policy. If the Insured Individual is a minor or incompetent, he shall be automatically represented by his legal guardian, committee or other qualified representative.
- 9. NOTICE OF LOSS.** In case of bodily injury or death of the Insured Individual, written notice of loss must be given to the Insurer within thirty (30) days after the date of Accident causing the loss covered by the Policy, or soon thereafter as is reasonably possible. In the event of accidental death, immediate notice thereof must be given to the Insurer. Notice should include the Insured Individual's name and the policy number.
- 10. SUFFICIENCY OF NOTICE.** Written Notice of Loss given by or in behalf of the Insured Individual or Beneficiary, to the Insurer or to any authorized representative of the Insurer, with information sufficient to identify the Insured Individual, shall be deemed to be notice to the Insurer.

- 11. CLAIM FORMS.** The Insurer upon receipt of a Notice of Loss, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished by the Insurer within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting within the time fixed in this Policy for filing Proofs of Loss, written proof covering the occurrence, the character and extent of the loss for which claim is made. All Policy Data, information and evidence, other than the usual claim forms, which the Insurer may reasonably require in support of a claim shall be furnished by the claimant.
- 12. PROOF OF LOSS.** Completed claim forms and written Proof of Loss must be furnished to the Insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time.
- 13. PHYSICAL EXAMINATION & AUTOPSY.** The Insurer at its own expense shall have the right and opportunity to examine the Insured Individual when and as often as it may reasonably require during the pendency of a claim under this Policy and to make an autopsy in the case of death where it is not forbidden by law.
- 14. TO WHOM PAYABLE.** In the event of death of the Insured Individual, benefit is payable to the first surviving classes of beneficiaries in successive preference: the Insured Individual's (1) legal spouse, (2) child(ren), (3) parents, (4) brothers and sisters, otherwise, (5) the Insured Individual's estate.

Beneficiaries may be changed by the Insured Individual by filing a written and signed request in a form acceptable to the Insurer. A change of beneficiary takes effect only upon the Insurer's receipt and acknowledgment of such amendment.

All other payments under this insurance shall be paid to the Insured Individual. If the Insured Individual is a minor, incompetent, or otherwise unable to give a valid release for the claim, the Insurer may make arrangements to pay claims to the Insured Individual's legal guardian, committee or other qualified representative.

Payment by the Insurer to the Insured Individual or his designated beneficiaries shall completely discharge the Insurer's liability with respect to the amounts so paid.

- 15. WHEN CLAIM PAYABLE.** Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid within thirty (30) days after receipt of due written proof of such loss and ascertainment of the loss; but if such ascertainment is not made within sixty (60) days after such receipt of written Proof of Loss, then the loss shall be paid within ninety (90) days after such receipt. Subject to due written Proof of Loss, all accrued indemnities for loss which this Policy provides periodic payment will be paid immediately upon receipt of due written proof.
- 16. MAXIMUM AMOUNT OF COVERAGE PER INSURED INDIVIDUAL.** The maximum amount of coverage per benefit for each Insured Individual for this Policy shall be limited to the amount stated in the Policy Data.
- If at the time of loss the Insured Individual has more than one of this Personal Accident Insurance Policy, the maximum amount of coverage shall be limited to the amount stated in the Policy Data. The liability of the Insurer with respect to the amount in excess of the maximum amount of coverage per Insured Individual shall be limited to the refund of the premiums received, without interest.
- 17. AGGREGATE LIMIT OF LIABILITY.** The Insurer shall not be liable for any amount in excess of the Aggregate Limit of Liability per conveyance for any one Accident, as specified in the Policy Data. For the purpose of this provision, conveyance shall mean the act of or process of transporting, transferring or carrying a person or group of persons from one place to another. If the aggregate

amount of all indemnities otherwise payable by reason of coverage provided under all accident insurance policies issued by the Insurer exceeds the Aggregate Limit of Liability, the amount of insurance payable with respect to each Insured Individual shall be proportionately reduced until the aggregate amount of all indemnities does not exceed the Aggregate Limit of Liability.

18. DISAPPEARANCE. If the Insured Individual disappears and is not found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at sea in which the Insured Individual was an occupant under circumstances as would otherwise be covered hereunder, it shall be presumed that the Insured Individual suffered death covered under this Policy at the time of such disappearance, sinking, or wrecking. If at any time after settlement of claims, the Insured Individual shall be found to be alive, all amounts so paid will be refunded by the beneficiaries to the Insurer.

19. ASSIGNMENT. No assignment of interest under this Policy shall be binding upon the Insurer unless and until the original or a duplicate thereof is filed with the Insurer. The Insurer does not assume any responsibility for the validity of any assignment.

20. CONTROLLING LAW. Under this contract, the Insurer elects as its domicile its head office at 108 Paseo de Roxas, Legaspi Village, Makati City, Philippines. The contracting parties declare that they will submit to the jurisdiction of the Philippine courts and waive any proceedings in any other country.

21. MEDIATION. In the event of controversy or claim arising out of or relating to this contract or a breach thereof, the parties hereto agree first to try and settle the dispute 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.

22. COMPLYING WITH POLICY CONDITIONS. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by an Insured Individual and the truth of the statements and answers in any proposal and/or application and of evidence required from an Insured Individual in connection with this insurance shall be conditions precedent to any liability of the Insurer to make any payment under this Policy.

23. EXCEPTIONAL CIRCUMSTANCES. The Insurer or its authorized representatives cannot be held liable for delays in the execution of services in the event of strikes, riots, any act of terrorism or sabotage, civil or foreign war, release of heat or irradiation coming from the splitting of nuclei of atoms, radioactivity, other accidents or cases of natural events.

All interventions by the Insurer or its authorized representatives are conducted within the context of the national and international laws and regulations and are dependent on the necessary authorizations being obtained from the competent authorities.

24. ARBITRATION. All differences as to the amount of any loss or damage covered by this Policy shall be referred to the decision of an arbitrator to be appointed by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within 30 days after having been required in writing to do so by either of the parties or in case of disagreement between the arbitrators, to the decision of an umpire to be appointed in writing by the arbitrators before entering on the reference and an award by the arbitrators or umpire shall be a condition precedent to any right of action against the Insurer only in cases of differences as to amount of liability actually arising out of this Policy.

25. SUBROGATION. If the Insurer has paid a claim which may be recoverable from a third party, the Insurer shall be subrogated to all the rights of recovery of the beneficiary or Insured Individual against any person, organization or entities. The beneficiary of Insured Individual shall execute and deliver such instruments and documents or perform whatever actions necessary to secure

such rights. The beneficiary or Insured Individual shall take no action after the loss that will prejudice the rights of recovery of subrogation.

26. TRADE EMBARGO. The Insurer is not liable to make any payments for liability under any coverage sections of this Policy or make any payments under extension for any loss of claim arising in, or where the Insured Individual or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the Insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured Individual or any other beneficiary under the Policy. It is further understood and agreed that no benefits or payment will be made to any beneficiary (ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Insurer, its parent company or its ultimate controlling entity.

27. LIMITATION OF ACTION. No legal action under this Policy may be filed after five (5) years from the time the cause of action accrues. The venue of legal action on this Policy must not be limited to the place of issue of Contract.

28. 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.

29. NON-PARTICIPATING. This Policy is non-participating and is not entitled to share in the surplus of the Insurer.

BENEFIT PROVISIONS

INSURANCE CLAUSE. This Policy shall provide benefits for Injuries caused by an Accident. This Policy shall also provide benefits for Injuries caused by food poisoning, animal bites (except mosquito bites), and Acts of Nature. The Accident and Injury should have occurred during the effectivity of this Policy.

Coverage with respect to flying shall be limited to loss occurring while the Insured Individual is riding solely as a passenger, not as an operator or crew member, in boarding or alighting from a certified passenger aircraft provided by a regularly established airline on any regular, scheduled or non-scheduled, special or chartered flight, and operated by a duly licensed pilot over an established route between duly established and maintained airports.

A. ACCIDENTAL DEATH OR DISABLEMENT. If within one hundred eighty (180) days from the date of the Accident, such Injuries shall result in any of the following losses to the Insured Individual, the Insurer will pay for:

	Percentage of Policy Amount
Death	100%
Disablement of both hands or both feet or sight of both eyes	100%
Disablement of one hand and one foot or either hand or foot and sight of one eye	100%
Disablement of one hand or one foot or sight of one eye	50%

“Accident” means any unintentional act or unforeseen, unusual, and unexpected event which directly causes an Injury or death.

“Injuries” means bodily injuries that

- a) are sustained while this Policy is in force;
- b) are caused solely by external, violent and accidental means and independent of any other cause; and
- c) produce a visible contusion or wound on the exterior of the body, except in the case of drowning or of internal injury revealed by an autopsy.

“Acts of Nature” shall refer to earthquake, seaquake, tidal waves, volcanic eruption, typhoon, hurricane, flood, windstorm, hailstorm, rainstorm, tornado, or other catastrophe brought about by nature.

“Disablement” shall mean permanent total and irrecoverable loss of use or entire physical loss caused by dismemberment.

“Loss of Use” means the complete and permanent inability of the Insured Individual to move or perform an action for which his limbs, fingers, toes or metacarpals are normally fitted or used, or for which they normally exist. It includes paralysis, which means complete and permanent inability to move as a result of neurological damage.

“Dismemberment” shall mean complete and permanent severance of any of the following: (a) hand - at the wrist; (b) foot - at the ankle joint.

The total of the benefits for any one (1) accident resulting to death or Disablement within one hundred eighty (180) days from the date of the accident shall not exceed the Policy Amount, as specified in the Policy Data.

The total of the benefits for any one (1) coverage period resulting to Disablement shall not exceed the Policy Amount for any Insured Individual. Payment for Disablement benefits shall not terminate this Policy in so far as the benefit for accidental death is concerned. In any coverage period, the benefit payable for accidental death arising from an independent and unrelated accident shall be the Policy Amount.

Any partial benefit already paid for any loss(es) shall not be carried over in the subsequent coverage period.

This Policy shall cover loss caused by the risks of murder, assault, or any such attempt provided that such risks:

1. shall not have been provoked by the Insured Individual;
2. shall not have happened while the Insured Individual is a) engaging in political activities, or b) performing investigative, security or political function or c) holding any elective governmental position;
3. shall not have occurred in any of the geographical areas listed in the Policy Data, including their cities, towns, barrios and barangays whether these are known by other names or renamed and/or included in another region by the government.

The maximum liability of the Insurer for loss caused by murder or assault is deemed limited to the Policy Amount, as specified in the Policy Data, and shall be in place of and not in addition to, the amount specified.

OPTIONAL BENEFIT

B. HOSPITAL CASH ASSISTANCE BENEFIT. *The Insurer shall pay the Hospital Cash Assistance Benefit, when by reason of Injuries sustained from an Accident, and commencing within thirty (30) days from the date of the Accident, the Insured Individual is necessarily confined in a legally constituted hospital as an inpatient under the care of a legally qualified physician or surgeon other than himself. The benefit shall be payable after a minimum number of consecutive days confinement specified in the Policy Data.*

GENERAL EXCLUSIONS

This Policy does not cover losses, costs, or expenses of whatever nature, directly or indirectly caused by or resulting from any one of the following:

1. Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
2. Any bodily or mental infirmity, disease or sickness, or infection other than infection occurring at the same time with or because of an accidental cut or wound;
3. Accident occurring while the Insured Individual is serving on full-time or part-time active duty in the Armed Forces of any country or international authority;
4. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, civil commotion assuming the proportion of or amounting to a popular uprising. This exclusion shall not be affected by any endorsement which does not specifically refer to it in whole or in part;
5. Poison, gas or fumes voluntarily taken, or any nuclear reaction, nuclear radiation or radioactive contamination, and chemical or biological contamination. For the purposes of this exclusion, "contamination" means the contamination or poisoning of people by nuclear and/or chemical and/or biological substances which cause illness and/or disablement and/or death;
6. Accident occurring while the Insured Individual is operating or learning to operate or serving as a crew member of an aircraft or seacraft;
7. Accident occurring while the Insured Individual is engaged in any dangerous sports or hobbies. Dangerous sports or hobbies shall mean any activity involving speed, height, elevated level of physical exertion, or uncontrollable variables including weather, terrain, wind, water and snow. These are activities recognized to introduce or increase the possibility of Injury or Accident such as but not limited to all-terrain vehicle (ATV), banana boating, diving, glider flying, horseback riding, hot air ballooning, jet ski, kayaking, mountain climbing, racing on wheels, rowing, safari, sailing, scuba diving, skateboarding, snorkeling, surfing, target rifle shooting, trekking, yachting, zip lining, zorbing or any other hobbies which are comparably dangerous and risky unless sports premium is paid;
8. Accident occurring while the Insured Individual is riding or operating any motorized two-wheeled vehicle for racing, speed test or exhibition;
9. Accident caused by the effect of alcohol or any unprescribed drug on the Insured Individual. Unprescribed shall mean (a) any medication not legally prescribed by a Physician; (b) any medication taken beyond the instructions prescribed; (c) any medication that are beyond the therapeutic dose and indication/s; or (d) illegally obtained medication.
10. Any violation or attempted violation of the law or resistance to arrest by the Insured Individual;
11. Cosmetic or plastic surgery, any dental work, treatment or surgery, eye or ear examination, except to the extent that any of them is necessary for the repair or alleviation of damage to the Insured Individual caused solely by Accident;
12. Accident occurring while the Insured Individual is performing the duties of his profession: Acrobats, Asylum Attendants, Aviators, Boilermen, Detectives, Divers, Explosive Makers, Firemen, Fishermen, Loggers, Miners, Policemen, Sailors, Sawmill Workers, Secret Service Personnel, Wood-Working Machinists, Underground Workers, and Window Cleaners; and
13. Acts of Terrorism. For the purpose of this exclusion, 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.