

PERSONAL ACCIDENT INSURANCE POLICY (VITAL COVER)

Whereas, the POLICYHOLDER named in the Schedule, representing the Insured and carrying on its business, operation or affiliation for the purpose of this insurance by Proposal and Declaration which shall be the basis of this contract, and which are deemed to be incorporated herein, has applied for insurance coverage of the Insured with MALAYAN INSURANCE COMPANY, INC. (hereinafter called the COMPANY),.

Whereas, the insurance coverage as stated in this Policy, shall take effect upon timely prior payment of the premium stated herein

Subject to the terms, provisions, and/or conditions of, or endorsed on the Policy, the Company will pay the Insured (or in the event of death of the Insured, to the Beneficiary named in the Schedule) the sum or sums of money herein specified, 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.

This Policy may be renewed, subject to the consent of the Company, for further consecutive period(s) by the payment in advance of the premium at the Company's premium rate at the time of renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.

TABLE OF BENEFITS- 1

Section	A. Accidental Death	The Capital Sum Insured Provides indemnity to the Insured for loss of life arising from an accident. The term "accident" for the purpose of this insurance shall be understood to mean a sudden, unforeseen, violent and external event that result to visible bodily injury or loss of life.
	B. Medical Reimbursement	Provides reimbursement for actual expenses incurred (but not to exceed the amount stated in the policy) irrecoverable from any other means for treatment of injuries sustained in an accident.
	C. Loss of Life Cash Assistance	Lump sum benefit following loss of life due to COVID-19 infection, subject to the limit specified in the Policy Schedule.
	D. Daily Hospital Income Benefit	Fixed daily cash benefit for every day of hospital confinement due to COVID19, subject to a maximum of fourteen [14] days, annual aggregate.
	E. Loss of Life Cash Assistance	Lump sum benefit following loss of life due to Dengue or Chikungunya infection, subject to the limit specified in the Policy Schedule.

DOCUMENTARY STAMPS CLAUSE

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

Under pertinent regulations of the Bureau of Internal Revenue, liability for Documentary Stamp Tax (DST) accrues upon issuance of the Insurance Policy. Hence, in the event of cancellation of the Policy under Section 64 of the Insurance Code, liability for the DST subsists and the same shall be chargeable to the Assured. Therefore, payment of the corresponding DST is immediately due and demandable, i.e., on a "cash and carry basis, as soon as the Assured receives a copy of the 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 has supervision over insurance companies. He is ready at all times to render assistance in settling any controversy between an insurance company and a policyholder relating to insurance matters.

SECTION C - LOSS OF LIFE CASH ASSISTANCE (LLCA) DUE TO COVID-19
SECTION D - DAILY HOSPITAL INCOME BENEFIT (DHIB) DUE TO COVID-19

Notwithstanding anything stated to the contrary, the policy covers Coronavirus Disease (COVID-19), subject to the limit specified in the Policy Schedule following contraction of COVID19 by the insured which was

- a. medically diagnosed during the policy period or within the Reporting period by (i) a licensed physician or medical professional, (ii) through the use of a nasopharyngeal swab test kit approved by the Philippine Bureau Food and Drug Administration (BFAD) and/or World Health Organization (WHO) and (iii) carried out in Department of Health (DOH) licensed COVID19 hospital or testing center;
- b. contracted after fourteen (14) days from effectivity date of policy and within the period of this endorsement; and/or
- c. filed and reported to the Company within the Reporting period after expiry of this policy or endorsement.

For the purpose of Sections C & D, the following definitions shall unequivocally apply:

“Coronavirus Disease / COVID-19” The coronavirus disease 2019 (COVID-19) is an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

“Insured” wherever used in this policy means eligible person named in application and accepted by the Company as subject of the insurance cover.

“Contracted” shall mean medically confirmed infection with physical manifestations of COVID19 symptoms requiring medical treatment, isolation and/or confinement.

“Reporting Period” shall mean five (5) days from the original expiry of the policy period, unless otherwise specifically stated in the policy.

“Swab Test Kit” for the purpose of this endorsement shall mean Nasopharyngeal (or Nasal) swab test kits that are approved by the Department of Health and/or World Health Organization (WHO) used for the detection of COVID19 infection.

“Swab Test” or Nasopharyngeal (or Nasal) swab test is used to diagnose upper respiratory tract infections, such as COVID-19.

“Hospital” wherever used in this policy means an establishment which meets all of the following requirements: (1) hold a license as a hospital: (2) operate primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients: (3) provides 24-hour-a-day nursing service by registered or graduate nurses: (4) has a staff of one or more licensed physicians available at all times: (5) provides organized facilities for diagnosis and major surgical facilities: (6) maintains at least six (6) beds installed for 24-hour use by patients: and (7) is not primarily a clinic, nurse rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholic or drug addicts.

“Physician” wherever used in this policy means a person legally licensed to practice medicine and surgery other than the Insured or a member of the Insured’s immediately family.

The benefit provided under Sections C and D is on a per occurrence and aggregate limit and excludes the following:

- a. Any sickness or disease other than COVID19;
- b. COVID19 infection that is not medically diagnosed by a licensed physician through approved swab test kit and administered in a hospital facility or DOH accredited test center;
- c. COVID19 infection which has been contracted by the insured less than fourteen (14) days from the effectivity of the policy or beyond the Reporting Period.
- d. COVID19 illness that had manifested and treated outside the Philippines.
- e. Claim for Loss of Life Cash Assistance (LLCA) and/or DHIB benefit not supported by medical diagnosis through approved swab test kit performed by a licensed physician in a hospital facility or DOH accredited test center.

SECTION E - LOSS OF LIFE CASH ASSISTANCE DUE TO DENGUE OR CHIKUNGUNYA INFECTION

The policy include cash assistance (subject to the limit specified in the Policy Schedule) following contraction of Dengue or Chikungunya by the insured which was

- a. medically diagnosed by a licensed physician;
- b. confirmed through medical procedures administered in a hospital;
- c. contracted after fifteen (15) days from effectivity of this endorsement; and
- d. contracted beyond a separation period of ninety (90) days between the insured's most recent clinical diagnosis of dengue or Chikungunya and the current medical confirmation of such illness

For the purpose of Section E, the following definitions shall unequivocally apply:

“Dengue” Also known as Dengue fever, is an acute mosquito-borne viral illness of sudden onset that usually follows a benign course with headache, fever, prostration, severe joint and muscle pain, swollen glands (lymphadenopathy) and rash caused by a single-stranded RNA virus of the genus *Flavivirus* (species *Dengue virus*) transmitted by mosquitoes of the genus *Aedes*.

“Chikungunya” is a viral disease transmitted to humans by infected mosquitoes characterized by an abrupt onset of fever frequently accompanied by joint pain. Other common signs and symptoms include muscle pain, headache, nausea, fatigue and rash. The joint pain is often very debilitating, but usually lasts for a few days or may be prolonged to weeks. Hence the virus can cause acute, subacute or chronic disease.

“Insured” wherever used in this policy means eligible person named in application and accepted by the Company as subject of the insurance cover.

“Hospital” wherever used in this policy means an establishment which meets all of the following requirements: (1) hold a license as a hospital: (2) operate primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients: (3) provides 24-hour-a-day nursing service by registered or graduate nurses: (4) has a staff of one or more licensed physicians available at all times: (5) provides organized facilities for diagnosis and major surgical facilities: (6) maintains at least six (6) beds installed for 24-hour use by patients: and (7) is not primarily a clinic, nurse rest or convalescent home or similar establishment and is not other than incidentally, a place for alcoholic or drug addicts.

“Physician” wherever used in this policy means a person legally licensed to practice medicine and surgery other than the Insured or a member of the Insured’s immediately family.

“Separation Period” wherever used in this policy means a predetermined ninety day (90) day period between the latest medical confirmation of Dengue or Chikungunya and the current diagnosis of the named disease.

The benefit provided under this Section is on a per occurrence and aggregate limit and excludes the following:

- a. Any accidental injury, sickness or disease other than dengue and chikungunya
- b. Dengue and Chikungunya fever that is not diagnosed by a licensed physician through tests administered in hospital facilities.
- c. Dengue and Chikungunya which has been contracted by the insured within fifteen (15) days from the effectivity of this endorsement
- d. Dengue and Chikungunya contracted within the separation period
- e. Claim for cash assistance benefit not supported by Dengue and Chikungunya Serology report or medical report issued by a physician.

COVERAGE AS RESPECTS FLYING

The coverage of this Policy with respect to flying is limited to loss occurring while the Insured is riding solely as a passenger, not as an operator or crew member, in boarding or alighting from: (a) certificated passenger aircraft provided by a commercial airline on any regular, scheduled or non-scheduled, special or chartered flight, and operated by a properly certificated pilot flying between duly established and maintained airports, or (b) any transport type aircraft operated by the Military Air Transport Service (MATs) of the United States of America or by the similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere in the world.

EXTENSION OF COVER

- 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)

GENERAL EXCLUSIONS

The insurance with respect to the above hazards shall not apply to:

- a) 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;
- b) suicide or any attempt thereat;
- c) murder and assault or any attempt thereat
- d) 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.
- e) nuclear radiation or radioactive contamination;
- f) injury sustained while participating in amateur or professional athletics, local sports leagues or international tournaments, or any organized and scheduled amateur physical contact sport;
- g) injury sustained while engaging in but not limited to mountaineering requiring the use of ropes or , skin diving employing the use of compressed cylinders, racing on wheels or horseback, skydiving from device for aerial navigation, hang gliding;
- h) cave-in of mines;
- i) loss of life or injury sustained as a direct result of, in connection with or attributable to the insured being under the influence of drug or alcohol.
- j) 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)

CONDITIONS

(as may apply to the coverages of this Policy)

- 1. This Policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. None of the provisions, conditions, and terms of this policy shall be waived or altered except by 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.
- 2. The Policy is conditioned upon the questions contained in the application form forming the basis of the Insurance having been truly answered. If an untrue answer shall have been given to any such questions, or if any material fact touching the health, habits or occupation of the Policyholder has been or shall upon any renewal of the policy be suppressed or concealed from the knowledge of the Company, or any misrepresentation or suppression be made upon giving any notice of accident in connection with any claim hereunder, the policy will be void.

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. Written notice of injury on which claim may be based must be given to the Company within thirty (30) days after the date of the accident causing such injury. In event of accidental death immediate notice thereof must be given to the Company.
5. Such notice given by or in behalf of the Insured or beneficiary as the case may be, to the Company, at the City of Manila or to any authorized agent of the Company, with particulars sufficient to identify the Insured, shall be deemed to be notice to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice were given as soon as was reasonably possible.
6. The Company, upon receipt of such notice, will furnish to the claimant such form as are usually furnished by it for filing proofs of loss. If such forms not so furnished within thirty (30) days after receipt of such, 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 the policy for filing proofs or loss written proof covering the occurrence, character and extent of the loss for which claim is made.
7. Affirmative proof of loss must be furnished to the Company at its office in case of claim for loss within ninety (90) days after submission of notice referred to in No. 4.
8. 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.
9. All indemnities provided in this policy will be paid immediately after receipt of due proof.
10. 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.
11. Upon request of the Insured and subject to due proof of loss, all accrued indemnity for loss of time on account of disability will be paid at the expiration of each four (4) weeks during the continuance of the period for which the Company is liable, and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of due proof.
12. 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.
13. No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought either in the Insurance Commission or in any Court of competent jurisdiction after two (2) years from the date of receipt of denial of the claim.

14. This policy may not be cancelled by the Company except upon prior notice thereof to the Insured, and no notice of cancellation shall be effective unless it is based on the occurrence, after the effective date of the policy, of one or more of the following:
- a) non-payment of premium;
 - b) conviction of a 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 Commissioner that the continuation of the policy would violate or would place the insurer in violation of this Code.

All notices of cancellation shall be in writing, mailed or delivered to the insured at the address shown in the Policy, and shall state (a) which of the grounds set forth is relied upon (b) that, upon written request of the named Insured, the Insurer will furnish that facts on which the cancellation is based. If the Insured cancels, earned premiums shall be computed in accordance with the applicable percentage indicated below, but in no event less than the Company's customary minimum premium.

Percentage of Annual Premium

2 months (minimum)	40%
3 months	50%
4 months	60%
5 months	70%
6 months	75%
Over 6 months	100%

15. Insured shall mean the covered persons named in the Certificate of Cover and declared to the Company by the Policyholder.
16. Policyholder shall mean the name stated in the Policy Schedule and representing the various Insureds under the Master Policy.
17. No assignment of interest under this Policy shall be binding upon the Company unless and until the original or duplicate thereof is filed at a branch or the home office of 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 authorized agent of the Company. No provision of charter, constitution or by-laws of the Company shall be used in defense of any claim arising under this policy unless such provision is incorporated in full in this Policy.
18. This Policy may be renewed with the consent of the Company from term to term, by payment in advance at the Company's premium rate in force at time of renewals. The Insured is, however, entitled to renew the policy, upon payment of the premium due on the effective date of the renewal if the Company fails to mail or deliver to the Insured at the address shown in the policy at least forty-five (45) days in advance of the end of the policy or to condition its renewal upon reduction of limits or elimination of coverages.
19. Any certificate in effect when the group policy is cancelled, nonrenewed or otherwise terminated shall continue to be in effect for the period of coverage specified in the certificate.
20. **Data Privacy.** It is hereby declared that as a condition precedent to the liability of the Company, the Insured has agreed that any personal information collected or held by the Company is provided and may be held, used and disclosed by the Insured to individual/organizations associated with the Company or any selected third party (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 Insurer concerning the Insured.

21. Arbitration and Mediation

- a. It is agreed by the Insured and the Insurer that before any dispute arising out of this Policy is referred to mediation or arbitration, it is referred to the Chief Executive or Chairman of each Party so that they may try to resolve the dispute within a period of two (2) months.
- b. In the event that the parties fail to settle the dispute as provided above, 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.

CIVIL CODE ARTICLE 1250 WAIVER CLAUSE

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 establishment of the obligation shall be the basis of payment", shall not apply in determining the extent of liability under the provision of this Policy.

RECEIPT OF PAYMENT CLAUSE

IT IS HEREBY DECLARED AND AGREED that notwithstanding anything to the contrary contained in this Policy this insurance will be deemed valid and binding upon the Company only when the premium therefore have actually been paid in full and duly acknowledged in receipt signed by any authorized official/representative of the Company.