



MALAYAN INSURANCE

A YGC MEMBER

Yuchengco Building, 484 Quintin Paredes Street Binondo, Manila
Tel. No. : (632) 242-8888 • FAX No. : (632) 242-2222
Website :www.malayan.com • E-mail :malayan@malayan.com
VAT REG. TIN : 000-333-534-000
BIR CAS Permit No. : 1212-116-00063-CAS Date of Issuance : January 7, 2013

POLICY NO.

NAME AND ADDRESS OF INSURED

SPECIMEN ONLY

PERSONAL ACCIDENT INSURANCE POLICY (THE RAJAH)

In consideration of the issuance of this Policy and the timely prior payment of the premium stated above, this Policy shall take effect. The acceptance by the Company of further prior premium payments shall constitute renewal of this Policy for the term of coverage represented by said premium payment.

Subject to the above conditions and to the terms, provisions, and/or conditions of, or endorsed on the Policy, the Company will pay to the Insured named in the Schedule (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 above, shall sustain any bodily injury caused by accident which injury, independent of any other cause, shall result within twelve (12) consecutive months of the date of such accident.


TABLE OF BENEFITS – I

Section A. Accidental Death	The Capital Sum Insured
B. Permanent Disablement or Dismemberment	Percentages of the Capital Sum Insured specified in Table of Benefits II
C.1 Temporary Total Disablement	The Weekly Indemnity, if a specific premium charge is indicated above
C.2 Temporary Partial Disablement	One-third of the Weekly Indemnity, if a specific premium charge is indicated above
D. Medical or Surgical Treatment	If a specific charge is indicated above actual expenses incurred for such treatment but not exceeding the amount, if any, stated above as Medical Reimbursement

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

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its duly authorized officer/representative at _____, Philippines, this _____ day of _____, _____.

MALAYAN INSURANCE COMPANY, INC.


YVONNE S. YUCHENGC
President

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 Insured. Therefore, payment of the corresponding DST is immediately due and demandable, i.e., on a "cash and carry" basis, as soon as the Insured 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.

COVERAGE AS RESPECTS FLYING

The coverage of this Policy as respects 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.

TABLE OF BENEFITS II - (Permanent Disablement or Dismemberment)

Description of Dismemberment	Percentage of the Capital Sum	Description of Disablement	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% per month up to 100 months	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 specified above other than loss of sense of taste or smell	
Thumb and four fingers of one hand.....	50%	*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 regard to the Person Insured's employment or occupation.	
Four fingers of one hand.....	40%		
Thumb (both phalanges).....	25%		
Thumb (one phalanx).....	10%		

DEFINITIONS

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 phalange 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.
9. Temporary total disablement shall mean disablement by reason solely of the injury necessarily, immediately and continuously resulting in incapacity from attending to each and every duty pertaining to the Insured's occupation.
10. Temporary partial disablement shall mean incapacity by reason of the injury from attending to some material duty pertaining to the Insured's occupation.
11. Medical or Surgical Treatment shall mean that the Company will reimburse the actual expense incurred but not to exceed the aggregate amount payable stated in the Schedule as a result of any one accident, when by reason of injury, the Insured, shall require treatment by a legally qualified physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse.

RENEWAL BONUS (FOR INDIVIDUAL POLICIES ONLY)

An increase of five (5) per centum in the original Capital Sum benefit for each year of the renewal up to five (5) consecutive years will be allowed the Insured but in no case shall the total bonus exceed twenty-five (25) per centum of the original Capital Sum benefit. Such renewal bonus will be extended to the Insured only of the first P100,000.00 Capital Sum benefit regardless of the number of policies the Insured may have under "The Rajah" plan with the Malayan Insurance Company, Inc.

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EXCLUSIONS

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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 (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 nationalization 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 professional athletics or any organized and scheduled amateur physical contact sport;
- g. injury sustained while engaging in but no limited to mountaineering requiring the use of ropes or guides, skin diving employing the use of compressed air cylinders, racing on wheels or horseback, skydiving from device for aerial navigation, hang gliding;
- h. cave-in of mines;
- i. loss or injury sustained while under the influence of drug or alcohol.

PROVISIONS

1. Compensation under Sections C.1 and C.2 in respect of any one injury shall not be payable for more than fifty (52) weeks from the commencement of the disablement.
2. Any sum short of one hundred percent (100%) which may be paid under Table of Benefits II (Permanent Disablement or Dismemberment) shall be accounted 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.
3. 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.

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 conditional upon the questions contained in the application form forming the basis of the Insurance having been truly answered and 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 was 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 expiration of the time within which proof is required by the policy.
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. 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.
16. 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.

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 the 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 therefor have actually been paid in full and duly acknowledged in receipt signed by any authorized official/representative of the Company.

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