



**CHARTER PING AN INSURANCE CORPORATION**

Under the Trade Names of AXA Philippines, Philippine AXA or AXA

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**PERSONAL ACCIDENT  
POLICY**

**IMPORTANT NOTICE**

The Insurance Commissioner, with offices in Manila, Cebu and Davao is the Government official in charge of the 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 policy holder relating to insurance matters.

Documentary Stamps to the value stated inside have been affixed and properly cancelled on duplicate copy of this policy

WHEREAS, the Insured has by proposal and declaration which are hereby made a part of this policy applied to the CHARTER PING AN 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 any time 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, accidental, 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 and surgical treatment as hereinafter defined, the Company will subject to the terms, stipulations and conditions of and endorsed on this Policy (which terms, stipulations and conditions shall so far as the nature of them respectively will permit be deemed conditions precedent to the right to recover under this Policy) pay to the Insured, the sum or sums of money specified in the Declarations.

**SCHEDULE OF BENEFITS**

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

**DEATH BENEFIT**

SECTION 1 – If bodily injury as aforesaid shall within twelve calendar months from the date of accident result in the death of the Insured, the Company will pay the sum as specified in section 1 of the Declarations.

**PERMANENT DISABLEMENT**

SECTION 2 – If bodily injury as aforesaid shall within twelve calendar months from the date of accident result in permanent disablement and not followed within twelve calendar months of the said bodily injury by the death of the Insured, the Company will pay the corresponding percentages as stated in the Table of Permanent Disablement benefits of the sum as specified in Section 2 of the Declarations.

**MEDICAL INDEMNITY**

SECTION 5 – Or, if bodily injury as aforesaid shall solely and independently of any other cause require within three calendar months from the date of accident medical or surgical treatment (including X-rays) hospital confinement or the employment of a trained nurse, the Company will pay in addition to any other indemnity payable, the actual expenses of such treatment, hospital charges and nurses, not exceeding in respect of Any One Accident the sum specified in Section 5 of the Declarations.

**NOTE: FOR YOUR OWN PROTECTION YOU ARE REQUESTED TO READ THIS POLICY IN FULL, INCLUDING ITS CONDITIONS, AND IF IT IS NOT IN ACCORDANCE WITH YOUR INTENTIONS, PLEASE RETURN IT IMMEDIATELY FOR CORRECTION.**

## TABLE OF PERMANENT DISABLEMENT BENEFITS

Description of Disablement	Percentage of the Sum Specified in section 2 of the Declarations
Loss of the limbs .....	} 100%
Loss of both hands, or all fingers and thumbs of both hands .....	
Loss of both feet .....	
Total loss of sight of both eyes .....	
Injuries resulting in being permanently bedridden .....	
Any other injury causing permanent total disablement .....	} 70%
Loss of arm at or above elbow .....	
Loss of arm hand between elbow and wrist .....	
Loss of hand .....	
Loss of four fingers and thumb of one hand .....	
Loss of four fingers .....	
Loss of thumbs .....	
Loss of index finger .....	
Loss of middle finger .....	
Loss of ring finger .....	
Loss of little finger .....	
Loss of metacarpals – first or second (additional) .....	
third, fourth or fifth (additional) .....	
Loss of leg at or above knee .....	
Loss of leg below knee .....	
Loss of one foot .....	
Loss of toes – all of one foot .....	
Loss of Big toe .....	
Loss of any toe other than Big Toe, each .....	
Loss sight of one eye .....	
Loss of hearing – both ears .....	
one ear .....	

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

The loss of the first joint of the thumb or any other finger or any toe shall be considered as equal to the loss of one-half of the thumb or finger or toe and the benefit shall be one-half of the benefit above specified for the loss of the thumb or finger or toe.

The loss of more than one phalange of the thumb or of any other finger or of any toe shall be treated as loss of the entire thumb or finger or toe.

Where, however, there is loss of two or more parts of the hand the percentage payable shall not be more than the loss of the whole hand.

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

### TERMINATION CLAUSE

“This contract shall terminate only in the event of accidental death as provided herein or upon expiry. In any policy year, the total benefits payable under this contract in respect of any one accident resulting in loss(es) within 180 days from date of accident(s) shall be 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 payable under the Dismemberment/ Disability Benefit of this Contract in respect of one or more accident(s) resulting in any loss, the amount(s) payable under the Dismemberment/ Disability Benefit shall be the principal sum less the amount(s) paid for previous loss (es). However, the payment of all benefits under the Dismemberment/ Disability that equal the principal sum shall terminate such benefits except with respect to death coverage. 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 proceeding policy year.)

### EXCLUSIONS

This policy shall not extend to cover:

1. Death or disablement or bodily injury, occasioned by or happening through:-
  - (a) War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Riots, Strikes, Military or Popular Rising.
  - (b) Suicide or Attempted Suicide (whether felonious or not, sane or insane), Hernia, Alcoholism, Intoxication, Drugs, Intentional Self-Injury, Insanity, Diseases or Infections (except pyogenic infections which shall occur through an accidental cut or wound).
  - (c) Poison or poisonous any substances accidentally or otherwise taken, administered, absorbed or inhaled.
  - (d) Earthquake, Volcanic Eruption, or Tidal Wave.
2. Death or disablement caused by manslaughter, murder or provoked assault.
3. Death or disablement or bodily injury, 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 schedule flight over a regular air route between two definitely established airports and in which the Insured is traveling as a ticket-holding passenger.
4. Death or disablement or bodily injury consequent upon the Insured engaging in hunting, racing of all kinds, steeple chasing, polo playing, mountaineering, winter sports, ice hockey, football, yachting or using woodworking machinery driven by mechanical power, as a type of sport or hobby or for any other purposes.

5. Death or disablement or bodily injury occasioned by or happening through pregnancy or childbirth with respect to women.
6. Death or disablement or bodily injury, consequent upon the Insured engaging in the making or handling of explosives or upon being engaged as a custodian of explosives.
7. Death or disablement or bodily injury, consequent upon the Insured's commission of or attempt to commit a felony as consequent upon the Insured's being engaged in an illegal occupation, or performing an unlawful act.
8. Death or disablement or bodily injury consequent upon the Insured engaging in driving or riding a motor cycle, motor scooter, motor bicycle or any other two-wheeled motor vehicle, and/or sidecar.

#### CONDITIONS

1. **Death or Permanent Disablement.** Indemnity shall be payable under one only of sections 1 and 2 of the Schedule of Benefits.
2. **Permanent Disablement Benefits.** The aggregate of all percentages under the Table of Permanent disablement Benefits in respect of any one accident or during any one period of insurance shall not exceed 100%.
3. **Payment of Compensation.** Compensation shall be payable only when the entire amount of the claim shall have been ascertained and proved to the satisfaction of the Company
4. **To whom Benefits Payable.** Compensation as provided under Section 1 of the Schedule of Benefits shall be paid to the Beneficiary(ies) designated in the schedule hereto whose receipt for such compensation for death shall be final and fully discharge the liability of the Company therefor. All other sums of money payable under this policy in the event of the death of the Insured shall be paid to the legal personal representatives of the Insured.
5. **Notice of Claim.** Written notice shall be given to the Company without unnecessary delay but in any event within thirty (30) days 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.
6. **Furnishing Loss Proof.** 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.
7. **Submission to Company Examination.** 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.
8. **Securing Medical Advice.** The Insured shall as soon as possible after the occurrence of any injury obtain 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 may be prescribed.
9. **Occupational and Other Changes.** The Insured shall give immediate notice in writing to the Company of any change in his address or 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, sickness, physical defect or infirmity with which he has become affected or of which he has become aware since the payment of the preceding premium.
10. **Policy Renewal.** Unless the Company at least forty-five (45) days in advance of the end of the policy period mails or delivers to the Insured at the address shown in the policy or application, notice of its intention not to renew the policy or condition of its renewal upon reduction of limits or elimination of coverages, the Insured shall be entitled to renew the policy upon payment of the premium due on the effective date of renewal.
11. **Policy Cancellation.** This Policy shall not be cancelled by or on behalf of the Company except in accordance with and pursuant to the provisions of Sections 64 and 65 of the Insurance Code. In the event of such cancellation, the Company shall refund the paid premiums less the earned portion thereof to the Insured. Likewise, this Policy may be cancelled on the short rate basis set forth in the short rate cancellation table at the request of the Insured.
12. **Policy Assignment.** No assignment of the benefits of this policy shall be binding upon the Company unless and until the original or 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.
13. **Rights of the Beneficiary.** Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be a requisite to the surrender or assignment of this policy, or to any change of beneficiary or beneficiaries, or to any other changes in this policy.
14. **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 thirty (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 arbitrator or arbitrators or umpire shall be a condition precedent to any right of action against the Company only in cases of differences as to the amount of liability arising out of this policy.
15. **Suit Against Company.** If a claim be made and rejected and an action or suit be not commenced either in the Insurance Commission or any Court of competent jurisdiction within twelve (12) months from receipt of notice of such rejection or in case of arbitration taking place as provided herein, within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
16. **Two or More Policies.** It is hereby further understood and agreed that in the event of a claim, an Insured, who is covered by two or more policies with the Company, shall not recover, nor the Company make payment, for more than what would have been recoverable if all the benefits in the different policies had been covered under one policy.
17. **Other Insurance on Medical Indemnity.** If there be other valid coverage not with this Company, providing medical indemnity for the same loss of the time of accident this, Company will be liable only for such proportionate amount of such indemnity under this policy as the amount of total medical expenses actually incurred by the Insured bears to the total amount of medical indemnity

benefits provided by this Company and all other insurers upon the Insured; provided always that if the total medical expenses actually incurred by the Insured per any one accident shall equal or exceed the total amount of medical indemnity benefits provided by this Company and all other insurers, then the maximum medical indemnity benefit under this Policy shall be paid.

18. **Civil Code 150 Waiver.** 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 provisions of the Policy.

19. **Compliance of Provisions.** Failure to comply with any of the Provisions contained in this Policy shall invalidate all claims hereunder.
20. **Changes in Policy.** None of the provisions, conditions and terms of this policy shall be waived or altered except by endorsement signed by any authorized official of the Company and issued in accordance with the provisions of Section 50 of Insurance Code.
21. **Receipt of Payment.** Except only in those specific cases where corresponding rules and regulations which are now or may hereafter be in force provide for the payment of the stipulated premiums in periodic installments at fixed percentages, it is hereby agreed, declared and warranted that this Policy shall be deemed effective, valid and binding upon the Company only when the premiums therefore have been paid in full and duly acknowledged in a receipt signed by any authorized official or representative/agent of the Company.
22. **Settlement of Claim.** The amount of any loss for which the Company may be liable under this Policy shall be paid within thirty (30) days after proof of loss is received by the Company and ascertainment of the loss is made by agreement between the Insured and the Company or by arbitration but if such ascertainment is not had or made within sixty (60) days after such receipt by the Company of the proof of loss, then the loss shall be paid with ninety (90) days after such receipt.

**SHORT PERIOD CANCELLATION SCALE**

1 day..... 2%	50 days.....28%
2 days ..... 4%	55 days .....29%
3 days ..... 5%	60 days or 2 months.....30%
4 days ..... 6%	65 days .....33%
5 days ..... 7%	70 days .....36%
6 days ..... 8%	75 days .....37%
7 days ..... 9%	80 days .....38%
8 days .....10%	85 days .....39%
9 days .....10%	90 days or 3 months.....40%
10 days .....10%	105 days .....46%
11 days .....11%	120 days or 4 months.....50%
12 days .....11%	135 days .....56%
13 days .....12%	150 days or 5 months.....60%
14 days .....13%	165 days .....66%
15 days .....13%	180 days or 6 months .....70%
16 days .....14%	195 days .....73%
17 days .....15%	210 days or 7 months .....75%
18 days .....16%	225 days .....78%
19 days .....16%	240 days or 8 months .....80%
20 days .....17%	255 days .....83%
25 days .....18%	270 days or 9 months .....85%
30 days or 1 month.....20%	285 days .....88%
35 days .....23%	300 days or 10 months.....90%
40 days .....25%	315 days .....93%
45 days .....27%	330 days or 11 months .....95%
	345 days .....98%
	368 days or 12 months .....100%