

CONDOCARE INSURANCE



PGA Sampo Insurance Corporation

(formerly PGA Sampo Japan Insurance Inc.)

Makati City, Philippines

POLICY INSURING AGREEMENT

PROPERTY INSURED

- 1) The Insured Building as used under this Policy shall mean the insured condominium unit described in the Schedule.
- 2) The Insured Contents as used herein shall mean
 - a) Household furniture, fixtures, fittings and furnishings, appliances and equipment, clothing and personal possessions (excluding cash, moneys and jewelry);
 - b) Interior decorations or building improvements if the Assured are liable for them as tenant,

all owned by or the responsibility of the Insured or members of his family living with him and contained within the insured building.

PERILS INSURED

This policy insures against direct loss to the Insured Property by the following perils as defined and limited herein:

1. **FIRE, LIGHTNING, THUNDERBOLT**
2. **EARTHQUAKE FIRE/EARTHQUAKE SHOCK, TSUNAMI & TIDAL WAVE (if applicable)**
3. **TYPHOON, FLOOD, WINDSTORM, HURICANE OR TORNADO (if applicable)**
4. **EXPLOSION, AIRCRAFT, VEHICLE AND SMOKE**
5. **RIOT, STRIKE, CIVIL COMMOTION AND MALICIOUS DAMAGE**
6. **ROBBERY OR ANY ATTEMPT THEREAT ACCOMPANIED BY ACTUAL FORCIBLE AND VIOLENT BREAKING INTO OR OUT OF THE INSURED BUILDING (if applicable)**
7. **BROAD WATER DAMAGE with BURSTING OF WATER TANKS, PIPES & APPARATUS**

SUPPLEMENTARY COVERAGES

Any or all of the following Supplementary Coverages, as defined are considered additional coverages under this policy if so specified in the Policy Schedule.

The Supplementary Coverages specified "included" in the Policy Schedule shall be deemed as additional coverages under this policy.

A. COMPREHENSIVE GENERAL LIABILITY COVER

The Company will pay to or on behalf of the insured all sums which the insured shall become legally liable to pay as imposed by law by way of compensation (excluding punitive or exemplary and or/aggravated damages) subject to terms, exceptions and conditions set forth in respect of liability arising from Bodily Injury (Including death and Sickness) and Property Damages at any time sustained by Third party/ies due to accidents while on the premises and/or location of risk declared with the permission of the Assured.

Limit of Liability-

As stated in the Policy Schedule

Deductible-

1% of Loss Amount for Each and Every Loss on Property Damage Only.

The Limit of Liability stated is the limit of the Company's liability for all damages and expenses above arising out of one occurrence and in aggregate during the currency of the Policy.

B. Tenants Legal Liability (If applicable)

The Company will pay to or on behalf of the insured all sums which the insured shall become legally liable to pay as imposed by law by way of compensation (excluding punitive or exemplary and or/aggravated damages) subject to terms, exceptions and conditions set forth in respect of liability arising from Property Damages at any time sustained by Unit Owner's property in the premises and/or location of risk.

Limit of Liability-

As stated in the Policy Schedule

Deductible-

1% of Loss Amount for Each and Every Loss on Property Damage Only.

C. FAMILY PERSONAL ACCIDENT (If applicable)

THE COMPANY HEREBY AGREES that if during the currency of this policy a Person Insured aged 60 or less shall sustain accidental external bodily injury and the Person Insured shall within one hundred eighty (180) days from the date of the accident thereby suffer any of the Results enumerated below, the Company, provided coverage is specified in the Policy Schedule, will pay to the Insured (or in the case of his death to his legal personal representatives) the Compensation specified herein for such Result.

RESULTS AND COMPENSATION PAYABLE

Persons Insured	Accidental Death and Disablement	Permanent Disablement	Accidental Medical Reimbursement
The Principal Insured	P100,000.00	P100,000.00	P 10,000.00
If Married: Spouse	P100,000.00	P100,000.00	P 10,000.00
Children (Maximum of 3)	P100,000.00	P100,000.00	P 10,000.00
If Single : Parents	P100,000.00	P100,000.00	P 10,000.00
Brothers/Sisters (Maximum of 3)	P 10,000.00	P 10,000.00	Nil

DEFINITIONS

- 1) **Permanent Disablement** shall mean one or any combination of the following Results, and Compensation for Permanent Disablement shall only be payable once to any one Person Insured;
 - a) Total and permanent disablement from engaging in or attending to employment or occupation of any and every kind

- b) Total and permanent loss of :
 - i) sight of both eyes; or
 - ii) both hands or all fingers and both thumbs;
 - iii) or both limbs or both feet.
- 2) The term “**Insured Persons**” as used in this Section shall include:
- a) The Principal Insured who is the Assured named in the Policy Schedule, the spouse not over 60 years old and children living with the Principal Insured between the ages of 1 to 21 years (in case the Principal Insured is married and with children); or
 - b) The Principal Insured and unmarried children only between the ages 1 to 21 years (in case the Principal Insured is a widow or widower with children); or
 - c) The Principal Insured, his parents not over 60 years old and his brothers and sisters living with the Principal Insured between the ages 1 to 21 years who are unmarried, unemployed and primarily dependent upon the Principal Insured for support and maintenance (in case the Principal Insured is single); or
 - d) The Principal Insured and the spouse who is not over 60 years (in case the Principal Insured is married without children).
- 3) The word “**children**” as used herein shall mean the Principal Insured’s legitimate children, step- children, legally adopted children and foster children, aged 1 to 21 years who are unmarried, unemployed and are primarily dependent upon the Principal Insured for support and maintenance.

LIMITS AND RESTRICTIONS

- 1) Compensation shall not be payable for both Death and Permanent Disablement in respect of any one Person Insured.
- 2) If at the time of the accident the Principal Insured is separated from his/her spouse, Compensation shall not be payable in respect of the spouse.
- 3) If the Principal Insured is single but gets married during the effectivity of the Policy, his/her spouse automatically replaces the Principal Insured’s parents, brothers and sisters as the other insured persons.
- 4) Should the ages of the spouse and/or any of the insured children of the Principal Insured for whom insurance is extended under this Section be, at any time during the effectivity of this coverage, 60 and/or 21 years old, the spouse and/or the children are automatically excluded from this coverage beginning from the subsequent renewal period of the policy.
- 5) In the event that coverage is extended to the children whose ages are between 1 to 21 years, compensation shall only be payable in respect of a maximum of three (3) children. In the event of the Principal Insured having more than three children, then compensation shall only be payable in respect of the oldest three children.
- 6) In the event coverage is extended to the Principal Insured’s father and mother whose ages are 60 years or below, the amount of insurance in respect of Death or Permanent Disablement is fifty percent (50%) of the amount indicated in the schedule of Compensation Payable for each parent, or one hundred percent (100%) of the amount indicated in the schedule of Compensation Payable for the surviving parent whose age is 60 years or below in case only one parent is alive at the inception of the policy or in the event of the death of the other parent during the effectivity of the Policy if the cause of such death is not covered under this Policy. Once any of the parents or the surviving parent, at any time during the effectivity of the coverage, celebrates his/her 61st birthday anniversary, the parent or surviving parent concerned is excluded from this coverage beginning from the subsequent renewal period of this Policy and the amount of insurance of the parent 60 years or below in respect of Death or Permanent Disablement shall be 100% of the amount indicated in the schedule of Compensation Payable.
- 7) In the event that coverage is extended to any of the brothers and/or sisters of the Principal Insured, coverage of such persons shall terminate beginning from the subsequent renewal period of this policy after celebrating their 21st birthday anniversary.

Compensation shall only be payable in respect of a maximum of three (3) brothers and/or sisters living with the Principal Insured. In the event of the Principal Insured having more than three such relatives, then compensation shall only be payable in respect of the oldest three such relatives.

D. TEMPORARY ACCOMMODATION

If loss or damage by a peril insured against under this policy to the property covered herein or the building containing such property renders the premises untenable, this policy covers:

- 1) if the Insured is just renting the insured premises, the increase in rental expense for an alternative comparable accommodation; or
- 2) if the Insured owns the insured premises, the reasonable and necessary rental expense for an alternative comparable accommodation

The liability of the Company in respect of this cover shall not exceed 10% of the Total Sum Insured for rental expense or an

alternative temporary comparable accommodation the aggregate of which shall not be more than PHP 60,000.00 (aggregate limit) This Policy does not cover loss or expense due to cancellation of a lease or rental agreement.

E. LOSS OF RENT (If applicable)

This insurance extends to cover Loss of Rent as a consequence of Fire and/or Lightning or other peril or perils which is hereafter be covered by the policy.

This policy does not cover:

- 1) Loss of rent resulting from breach of contract;
- 2) Interest charges on any monthly rental paid time;
- 3) Any amount of stipulated liquidation damages which at the time of the fire is due to the lessor's enforcement of its rights under the Contract of Lease;
- 4) War, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- 5) Mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege.

Provided that it is further expressly declared and agreed that all the conditions of this policy shall apply in all respects to the insurance granted by this endorsement and any reference to fire in the conditions of the policy shall be deemed to include the perils hereby insured against.

The liability of the Company in respect of this cover is up to 10% of the Total Sum Insured maximum of PHP60,000 whichever is lower (any one occurrence/ in the aggregate).

F. PERSONAL ACCIDENT TO HOUSEHOLD EMPLOYEES (If applicable)

Whenever coverage is afforded under Family Personal Accident (H) of this Policy as so specified in the Policy Schedule, the Company will pay any necessary and reasonable expenses incurred in respect of funeral, ambulance, medical, surgical or hospital services for any Household Employee including gardeners and chauffeurs living with the Principal Insured aged 60 or less, arising as a result of accidental death or personal bodily injury sustained whilst in the Principal Insured's employment.

RESULTS AND COMPENSATION PAYABLE

Persons Insured	Accidental Death and Disablement	Permanent Disablement	Accidental Medical Reimbursement
Insured Household Employee	P25,000.00	P25,000.00	P2,500.00

Compensation shall only be payable in respect of a maximum of PHP 25,000.00 for any one claim or series of claims arising out of one event for any Household Employees and/or gardeners and/or chauffeurs

G. HOUSEHOLD EMPLOYEES' PROPERTIES (If applicable)

Company will indemnify any domestic household employee's property against loss and/or damage whenever Contents is insured against while such Contents are contained in the Building hereby insured.

Provided that such Household Employee

- 1) Shall as though they were the assured, observed, fulfill and be subject to the terms and conditions of this policy so far as they apply
- 2) Are not entitled for indemnification from other sources

Provided further that the amount recoverable under this extension shall not exceed PHP 10,000.00 for any one claim or series of claims arising out of one event.

H. DEBRIS REMOVAL

The amount recoverable under this clause is up to 5% of total sum insured maximum of 100,000.00 whichever is lower of the affected items and only to such extent, that it shall not increase the limit of liability specified in the Schedule.

I. PLATE GLASS

Notwithstanding anything mentioned herein to the contrary, it is hereby declared and agreed that if during the said period or during the period for which the Company may agree to accept renewal premium there shall be a breakage (which for the purpose of the Policy shall not include damage by scratches) of any glass mentioned in the Schedule not occasioned by or happening through:-

- a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, revolution, insurrection or military or usurped power.

then the Company will be subject to the terms, exceptions and conditions contained herein or endorsed hereon pay or make good to the Insured such loss to the extent of the intrinsic value thereof together with the cost of any necessary boarding up pending replacement of the property so lost or such damage to the amount so sustained.

Provided always that the due observance and fulfillment of the terms and conditions of this Policy in so far as they relate to anything to be done or not to be done by the Insured shall be condition precedent to any liability of the Company under this Policy.

Limit of Liability- Php50,000.00 per occurrence/aggregate

Conditions

1. Every notice of communication be given or made under this Policy shall be delivered in writing to the Company.
2. This Policy covers loss or damage to:
 - a) framework or frame of any description
 - b) the removal or replacement of any fitting or fixtures in order to replace glass.
3. All glass described by this Policy is insured only as long as it is fixed. If there be an alteration of the premises, or in the tenancy, occupancy of or business carried on or in the building containing the glass described in this Policy, or if the premises should become void or discussed, then and in every such case the same must be immediately notified to the Company if the risk is increased and the Company shall have the option of charging a suitable extra premium or refusing to continue the Insurance.
4. In case of breakage of any glass herein, the Insured shall give immediate notice thereof in writing to the Company and shall furnish the participation of such breakage and how sustained and make proof of the same by the production of such evidence as the Company may reasonably require and if no claim shall be made within 15 days from the happening of such breakage, the Insured shall be excluded from all rights to recover under this Policy.
5. All salvage glass be the property of the Company and must be carefully preserved and it shall be at the option of the Company either to pay to the Insured the amount of the intrinsic value in money or make replacement with the glass of similar manufacture and quality.
6. This Policy shall cease to be in force as any property which shall pass the Insured to any other person otherwise than by will or operation of law, unless notice thereof be given to the Company and subsistence of the insurance in favor of such person be declared by memorandum endorsed hereon by or on behalf of the Company.
7. If at the time of happening of any breakage covered by this Policy there shall be any other insurance covering the same risk, whether effected by the Insured or not, then the Company shall not be liable to contribute more than its ratable proportion of any payment in respect of such breakage.

Subject otherwise to the terms conditions and exceptions of this Policy.

J. EXPEDITING EXPENSES CLAUSE

In the event of damage to or destruction of insured property by the peril(s) insured against during the term of this policy, the Insurer shall be liable for the reasonable extra cost of temporary repair and of expediting the repair and/or replacement of damaged property, including but not limited to overtime, night work, work on public holiday, express freight or other rapid means of transportation, but not exceeding Php 100,000.00.

K. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSE CLAUSE

If property insured is destroyed or damage by a peril insured against this policy shall cover; fire brigade charges and other extinguishing expenses for which the insured may be assessed; loss or fire extinguishing materials expended;

Limit of Liability- Php100,000.00 per occurrence/aggregate

However, total indemnity in the event of a loss shall not exceed the sum insured

L. PROFESSIONAL FEES

This insurance shall indemnify the Insured in respect of Professional Fees and related costs necessarily incurred in the reinstatement of the insured property consequent upon its destruction or damage but not for preparing any claims,

it being understood that the amount payable for such fees shall not exceed those authorized under the scales of the various institutions and/or bodies regulating such charges.

Limit of Liability- Up to 5% of the Total Sum Insured maximum of Php100,000.00 whichever is lower (aggregate limit)

Provided the insurer's maximum liability under this memorandum shall not exceed the limit stated in the Schedule.

GENERAL EXCEPTIONS TO THIS POLICY

A. This insurance policy does not cover

1. In respect of PROPERTY

- a) Bullion or unset precious stones;
- b) Any curiosity or work of art .
- c) Manuscripts, plans, drawings, or designs, patterns, or molds;
- d) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer system records,
- e) Explosives;
- f) Loss or damage to any electrical machine or apparatus or to any portion of an electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting,
- g) arcing, self-heating or leakage of electricity from whatever cause (lightning included), unless fire ensues therefrom and, liability shall be limited to actual damage by the ensuing fire.
- h) Loss or damage to property insured occasioned by its own fermentation, natural heating or spontaneous combustion, or by its undergoing any heating or drying process;
- i) Loss by theft during or after the occurrence of a fire, unless such excepted loss by the direct and necessary result of, or ultimately due and traceable to, efforts to rescue the insured property from the perils insured against which would otherwise have caused a loss;
- j) Loss or damage occasioned by or through or in consequence of (1) the burning of property by order of any public authority; (2) subterranean fire;
- k) Loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely: (1) Earthquake, volcanic eruption or other convulsions of nature; (2) Typhoon, flood, hurricane, cyclone or other atmospheric disturbance; (3) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war; (4) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, unless specifically covered/written in the policy schedule, or, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.
- l) Loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
- m) Loss, destruction, damage, or legal liability, directly or indirectly caused by or contributed to by or arising from nuclear weapons materials;
- n) Goods held in trust or on commission;
- o) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of the policy.
- p) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush prairie, pampas or jungle, and the clearing of lands by fire.

- q) 1. Theft or Property left in
- a. Unoccupied touring or convertible cars or
 - b. Unoccupied vehicles unless all windows, doors, luggage compartment or boot roof and wind screen are completely closed and securely locked.
2. Loss or damage arising from wear and tear, gradual deterioration, depreciation, mechanical or electrical breakdown or derangement, moth , vermin, any process of cleaning, dyeing, repairing or restoring, action of light, atmospheric or climate conditions (other than lighting)
 3. Breakage or scratching of glass or other substance of a brittle or fragile nature (other than camera lenses) not due to fire or thieves.
 4. Loss or damages arising from detention, confiscation, destruction or requisition by custom house or other officials or authorities or seizure or sale under any process of Law or abandonment of the Property.

2. In respect of LIABILITY

- a) To any business pursuits of an assured, other than activities therein which are ordinarily incidental to non-business pursuits; or to the rendering of any professional service or the omission thereof; or to any act or omission in connection with premises, other than as defined, which are owned, rented or controlled by an assured;
- b) To the ownership, maintenance or use, including loading and unloading, of (1) motor vehicles, trailers or semi-trailers while away from the premises or
- c) Death or disablement caused while the Insured is performing or attempting the performance of an unlawful act.

3. In respect of PERSONAL ACCIDENT:

- a) Death or disablement 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.
- b) Death or disablement consequent upon the Insured engaging purely for sports, in hunting, racing of all kinds, steeple-chasing, polo playing, motor cycling (including pillion riding and/or driving a motor cycle, motor scooter, motored bicycle or any other two-wheeled motor vehicle having one or more riding saddles), mountaineering winter sports, ice hockey, football, or yachting, or using woodworking machinery driven by mechanical power. Drowning, Mosquito bites, animal bites.
- c) Death or disablement occasioned by or happening through pregnancy or childbirth with respect to women.
- d) Death or disablement consequent upon suicide or intentional self-inflicted injury.

4. In respect of all Sections of this Policy:

- a) Any accident, loss, damage, expense, liability or bodily injury occasioned by or through or in consequence directly or indirectly of
 - 1) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 - 2) Mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
 - 3) Confiscation, commandeering, requisition or destruction of or damage to the insured properties by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the insured properties are situated.
 - 4) Earthquake, volcanic eruption or tidal wave.
- b) Any accident, loss, damage, expense, liability or bodily injury directly or indirectly caused by or arising from or in consequence of or contributed by
 - 1) Nuclear weapons material;
 - 2) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and solely for the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.

GENERAL CONDITIONS

1. If there be any material misdescription of any of the property hereby insured, or of any building or place in which

such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

2. This policy including any renewal thereof and/or any endorsement is not in force until the premium has been fully paid to and duly received by the Company in the manner provided herein.

Any supplementary agreement seeking to amend this conditions prepared by agent, broker or Company officials, shall be deemed invalid and of no effect.

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by Officials or duly appointed Agents of the Company shall have been given to the Insured, except when such printed receipt is not available at the time of payment and the company or their representatives accept the premium in which case temporary receipts other than printed forms may be issued in lieu thereof.

Except only in those specific cases where corresponding rules and regulations which now are or may hereafter be in force provide for the payment of the stipulated premiums in periodic installments at fixed percentages, it is hereby declared, agreed and warranted that this policy shall be deemed effective valid and binding upon the Company only when the premiums therefor have actually been paid in full and duly acknowledge in receipts signed by authorized officials or representatives/agents of Company in such manner as provided herein.

3. The insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property or properties consisting of stocks in trade, goods in process and/or inventories only hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated therein or endorsed on this policy pursuant to Section 50 of the Insurance Code, by or on behalf of the Company before the occurrence of any loss or damage, all benefits under this policy shall be deemed forfeited.

4. All insurance under this Policy
 - 1) on any building or part of any building,
 - 2) on any property contained in any building,
 - 3) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement
 - a) of such building or of any part thereof,
 - b) of the whole or any part of any range of buildings or of any structure of which building forms part,

PROVIDED, that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that nay fall or displacement is caused by fire as aforesaid shall be upon the Insured.

5. This insurance does not cover
 - a) Loss by theft during or after the occurrence of a fire, unless such excepted loss by the direct and necessary result of, or ultimately due and traceable to, efforts to rescue the insured property from the perils insured against which would otherwise have caused a loss.
 - b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 8 (f), or by its undergoing any heating or drying process.
 - c) Loss or damage occasioned by or through or in consequence of
 - 1) The burning of property by order of any public authority
 - 2) Subterranean fire.
6. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
 - a) Earthquake, volcanic eruption or other convulsions of nature.
 - b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
 - c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power. Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed

to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Insurer allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

7. This insurance does not cover
- a) Loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
 - b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this policy shall not apply to nor include any loss, destruction, damage, or legal liability, directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

8. Unless otherwise expressly stated in the Policy this insurance does not cover
- a) Goods held in trust or on commission.
 - b) Bullion or unset precious stones.
 - c) Any curiosity or work of art.
 - d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
 - e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, book of account or other business books, computer systems records.
 - f) Coal, against loss or damage occasioned by its own spontaneous combustion.
 - g) Explosives.
 - h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of the policy.
 - i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush prairie, pampas or jungle, and the clearing of lands by fire.
 - j) Loss or damage to any electrical machine or apparatus or to any portion of an electrical installation arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included), unless fire ensues therefrom and, liability shall be limited to actual damage by the ensuing fire.
9. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.
- a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
 - b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
 - c) If property insured be removed to any building or place other than in that which is herein stated to be insured.
 - d) If the interest in the property insured pass from the Insured otherwise by will or operation of law.
10. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would be, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies has this insurance not been effected.
11. 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 insurer shall refund the paid premiums less the earned portion thereof to the assured,

likewise, this policy may be cancelled on the short rate basis set forth in the short rate cancellation table at the request of the assured.

12. If this policy is issued for a period of less than one year or if this policy is surrendered by the insured for cancellation, premium shall be charged or retained in accordance with the following scale of percentages of the annual rate:

5 Days or less	- 6%	Up to 4 months	- 50%
Up to 10 days	- 10%	Up to 5 months	- 60%
Up to 15 days	- 13%	Up to 6 months	- 70%
Up to 20 days	- 17%	Up to 7 months	- 75%
Up to 1 month	- 20%	Up to 8 months	- 80%
Up to 2 months	- 30%	Up to 9 months	- 85%
Up to 3 months	- 40%	Over 9 months	- The annual rate

13. The Insured shall give immediate written notice to the Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged personal property, showing in detail quantities, costs, actual cash value and the amount of the loss claimed; AND WITHIN SIXTY DAYS AFTER THE LOSS, UNLESS SUCH TIME IS EXTENDED IN WRITING BY THE COMPANY, THE INSURED SHALL RENDER TO THE INSURER A PROOF OF LOSS, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item "thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of the said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom or for what purpose any buildings herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and if, required verified plans and specifications of any building, fixtures or machinery destroyed or damage, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and submit to examination under oath by any person named by the Company, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or their representatives, and shall permit extracts and copies thereof to be made.

No claim under this policy shall be payable unless the terms of this condition have been complied with.

14. On the happening of any loss or damage to any of the property insured by this Policy, the Company may
- enter and take and keep possession of the building or premises where the loss or damage has happened.
 - take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
 - keep possession of any such property and examine, sort, remove, or otherwise deal with the same.
 - sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under this Policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not, by any act done in the exercise or purported exercise of their powers hereunder, incur any liability to the Insured or diminish their right to rely upon any of the Conditions of this Policy in answer to any claim.

If the insured or any person acting in his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of their powers hereunder, all benefit under this Policy shall be forfeited.

The insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

15. If the claim in any respect fraudulent, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefit under this Policy shall be forfeited.
16. The Company may at their options reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurer in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Company shall, at its own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

17. The Insured, shall at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for purposes of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after its indemnification by the Company.
18. Subject to and in accordance with the pertinent provisions of Condition No. 3 whenever applicable if at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether, effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage in which case the Company shall make a ratable return to the insured of the premium pursuant to the provisions of Sec. 82 of the Insurance Code.
19. This is an open policy as defined in Section 60 of the Insurance Code. In the event of loss, whether total or partial, it is understood that the amount of the loss shall be subject to appraisal and the liability of the Company, if established, shall be limited to the actual loss, subject to the applicable terms, conditions, warranties and clauses of this policy, and in no case shall exceed the amount of the policy.
20. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer of the difference, and shall bear a ratable proportion of the loss accordingly. Every item if more than one, of the Policy shall be separately subject to this condition.
21. The following provisions of Section 6 of the Arson Law shall form part of this Policy:

PRIMA FACIE EVIDENCE OF ARSON - Any of the following circumstances shall constitute prima facie evidence of arson:

1. If the fire started simultaneously in more than one part of the building or establishment.
 2. If substantial amount of flammable substances or materials are stored within the building not necessary in the business of the offender nor for household use.
 3. If gasoline, kerosene, petroleum or other flammable or combustible substances or materials soaked therewith or containers thereof, or any mechanical, electrical, chemical, or electronic contrivance designed to start a fire, or ashes or traces of any of the foregoing are found in the ruins or premises of the burned building or property.
 4. If the building or property is insured for substantially more than its actual value at the time of the issuance of the Policy.
 5. If during the lifetime of the corresponding fire policy more than two fires have "occurred in the same or other premises owned or under the control of the offender and/or the insured.
 6. If shortly before the fire, a substantial portion of the effects insured and stored in a building or property had been withdrawn from the premises except in the ordinary course of business.
 7. If a demand for money or other valuable consideration was made before the fire in exchange for the desistance of the offender or for the safety of the person or property of the victim.
22. 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 so to do 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.
 23. 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.
 24. The amount of insurance shall be reduced automatically by the amount of any claim paid under this Policy.
 25. Every notice and other communication to the company required by these Conditions must be written or printed.

26. **Renewal Clause** - Unless the insurer at least forty-five days in advance of the end of the period mails or delivers to the assured at the address shown in the policy notice of its intention not to renew the policy or to condition upon reduction of 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.
27. **Action or suit clause** - 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.
28. **Changes in policy clause** - 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 whenever applicable in accordance with the provisions of Section 50 of the Insurance Code.
29. **Settlement of claim clause** - The amount of any loss or damage for which the company may be liable, under this policy, shall be paid within thirty days after proof of loss is received by the company and ascertainment of the loss or damage is made either by agreement between the insured and the company or by arbitration; but if such ascertainment is not had or made within sixty days after such receipt by the company of the proof of loss, then the loss or damage shall be paid within ninety days after such receipt. Refusal or failure to pay the loss or damage within the time prescribed herein will entitle the assured to collect interest on the proceeds of the policy for the duration of the delay at the rate of SIX PERCENT PER ANNUM, unless such failure or refusal to pay is based on the grounds that the claim is fraudulent.
30. The Insured shall on the happening of any event which could give rise to a claim under this Policy shall-
- give notice in writing to the Company immediately or as soon as reasonably possible.
 - In respect of Loss or damages by Theft or property mislaid give notice to the police immediately or as soon as reasonably possible.
 - Make no admission of Liability, offer, promise or payment without the company's written consent which shall not be unreasonably withheld.
 - Inform the company immediately or as soon as possible of any impending prosecution, inquest of fatal injury or civil proceedings and send to the company every relevant document.
 - Produce to the company such documents or such other proofs as may reasonably be required by the company of investigating or verifying any claim.
 - In respect of Loss or damages to the property insured deliver to the company at his own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (If demanded) a statutory declaration of the truth of the claim and any matters connected therewith within 30 days of the event.
31. **Mediation /Arbitration Clause** – All difference as to the amount of any loss or damages covered by this policy shall be referred to the decision of n arbitrator to be appointed by the parties in difference of if they cannot agree upon a single arbitrator to the decision of two arbitrators, one to be appointed 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 Insurer (s).

WARRANTIES AND CLAUSES

PROPERTY DAMAGE CLARIFICATION CLAUSE

Clarification Agreement

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this Policy:

- Loss or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software if so insured which is the direct consequence of Insured physical damage to the substance of property shall be covered.
- Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data,

software or computer programs and any business interruption losses resulting from such loss or damage.

BROAD WATER DAMAGE ENDORSEMENT (WITH BOWTAP)

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, the insurance under this Policy is extended to include loss or damage caused by:

1. Accidental discharge, leakage or overflow of water/steam from plumbing, septic tanks, heating systems, elevated and/or underground tanks and cylinders, bursting or overflowing of water tanks, apparatus or pipes, standpipes for fine hose, domestic appliances, refrigerating system, air-conditioning system.
2. Breakage of or leakage from street water supply mains or fire hydrants; and
3. Accidental discharge or leakage of refrigerants from air-conditioning or refrigeration systems;

PROVIDED THAT:

- A. The Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property;
- B. The Insured shall bear a minimum deductible of Php5,000.00 for each and every claim under this endorsement in addition to other deductible that may be applicable under the policy;
- C. All conditions of this policy shall apply, except in so far as they may be hereby expressly varied and that reference to loss or damage by fire shall be deemed to apply also to loss or damage as aforementioned; and
- D. The liability of the Company under this endorsement shall in no case exceed the sum insured by each item of the policy.
- E. This endorsement does not cover the following:
 - a. Damage to plumbing, septic tanks, heating systems, elevated and/or underground tanks and cylinders, standpipes for fire hose, industrial and domestic appliances, refrigerating system, air-conditioning system from which the accidental discharge, leakage or overflow of water/steam emanated.
 - b. Loss or damage by water discharge or leaking from any automatic sprinkler installation within the described buildings.

PLATE GLASS

Notwithstanding anything mentioned herein to the contrary, it is hereby declared and agreed that if during the said period or during the period for which the Company may agree to accept renewal premium there shall be a breakage (which for the purpose of the Policy shall not include damage by scratches) of any glass mentioned in the Schedule not occasioned by or happening through:-

- b. war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, revolution, insurrection or military or usurped power.

then the Company will be subject to the terms, exceptions and conditions contained herein or endorsed hereon pay or make good to the Insured such loss to the extent of the intrinsic value thereof together with the cost of any necessary boarding up pending replacement of the property so lost or such damage to the amount so sustained.

Provided always that the due observance and fulfillment of the terms and conditions of this Policy in so far as they relate to anything to be done or not to be done by the Insured shall be condition precedent to any liability of the Company under this Policy.

Conditions

8. Every notice of communication be given or made under this Policy shall be delivered in writing to the Company.
9. This Policy covers loss or damage to:
 - a) framework or frame of any description
 - b) the removal or replacement of any fitting or fixtures in order to replace glass.
10. All glass described by this Policy is insured only as long as it is fixed. If there be an alteration of the premises, or in the tenancy, occupancy of or business carried on or in the building containing the glass described in this Policy, or if the premises should become void or discussed, then and in every such case the same must be immediately notified to the Company if the risk is increased and the Company shall have the option of charging a suitable extra premium or refusing to continue the Insurance.

11. In case of breakage of any glass herein, the Insured shall give immediate notice thereof in writing to the Company and shall furnish the participation of such breakage and how sustained and make proof of the same by the production of such evidence as the Company may reasonably require and if no claim shall be made within 15 days from the happening of such breakage, the Insured shall be excluded from all rights to recover under this Policy.
12. All salvage glass be the property of the Company and must be carefully preserved and it shall be at the option of the Company either to pay to the Insured the amount of the intrinsic value in money or make replacement with the glass of similar manufacture and quality.
13. This Policy shall cease to be in force as any property which shall pass the Insured to any other person otherwise than by will or operation of law, unless notice thereof be given to the Company and subsistence of the insurance in favor of such person be declared by memorandum endorsed hereon by or on behalf of the Company.
14. If at the time of happening of any breakage covered by this Policy there shall be any other insurance covering the same risk, whether effected by the Insured or not, then the Company shall not be liable to contribute more than its ratable proportion of any payment in respect of such breakage.

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege 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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

RESIDENTIAL OCCUPANCY WARRANTY

Warranted that the premises to which this insurance applies shall be occupied solely as dwelling and that no purposes shall be carried out within said premises.

Breach of this condition renders this policy null and void.

EARTHQUAKE ENDORSEMENT (if applicable)

In consideration of the payment by the insured to the Company of additional premium the Company agrees, notwithstanding what is stated in the printed conditions of this policy to the contrary, that this Insurance covers loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by or through or in consequence of Earthquake.

Provided always that all the conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage occasioned by or through or in consequence of Earthquake.

AVERAGE : If the property hereby insured shall on the occurrence of any loss or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to the conditions.

CONSEQUENTIAL LOSS: No consequential loss or damage of any kind or description nor any loss or damage caused by confiscation or willful destruction by Government or any Municipal or Local Authority is covered.

EXCESS CLAUSE : It is UNDERSTOOD AND AGREED THAT the Insured shall bear that portion of the loss or damage caused by earthquake to each affected item of insured property equivalent to 2% of its actual cash value at the time of loss, for each claim or series of claims arising out of one occurrence. For the purpose of this clause, the following shall be considered as separate items of insured property, regardless of what is indicated in the policy schedule:

1. Each building, including machinery, equipment and fixtures normal to its operation;
2. All machinery and equipment contained in each building;
3. All stocks in trade (raw materials, work-in-process supplies and finished goods), contained in each building;
4. All other contents contained in each building.

All losses caused by earthquake or series of earthquakes (whether continuous or sporadic and whether or not due to the same seismic conditions) during each period of 48 consecutive hours commencing from the first tremor shall be considered as arising out of one occurrence.

In case of other insurances on the same item of property, this clause shall apply only once regardless of the number of policies or insurer.

It is further understood and agreed that in the computation of the claims payable, Condition No. 20 (Average Clause) of this Policy shall apply after the application of the deductible provided herein.

EXTENDED COVERAGE ENDORSEMENT (if applicable)
(TO INCLUDE THE PERILS OF EXPLOSION, AIRCRAFT VEHICLE AND SMOKE)

In consideration of the payment by the insured to the company of an additional premium it is hereby agreed that this insurance, as herein defined subject to the special conditions hereinafter contained, extend to include loss or damage directly caused by explosion, aircraft, vehicle and smoke.

PROVISION APPLICABLE TO EXPLOSION

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, pipes, turbines, engines or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion, and rotating parts of machinery, including the machinery itself, caused by centrifugal force.

The following are not explosion within the intent or meaning of this endorsement:

- a) concussion unless caused by explosion,
- b) electrical arcing,
- c) water hammer,
- d) rupture or bursting of water pipes.

Provided always that all the conditions of the policy (except insofar as condition no. 8(h) is hereby expressly varied shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this policy.

SPECIAL CONDITIONS

1. The company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of any person, acting on behalf of, or in connection with, any organization with activities directed towards the overthrow by force of the government "de jure" or "de facto" or to the influencing of it by terrorism or violence.

2. In any action, suit or other proceeding, where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

If there shall be any other fire insurance on the property insured under this policy, the company shall be liable only pro-rata with such other fire insurance for any loss or damage be extended to cover loss or damage by explosion.

3. The company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been affected.

PROVISIONS APPLICABLE TO AIRCRAFT & VEHICLE

The term vehicle as used in this endorsement, means vehicles running on land or tracks but not aircraft. loss by aircraft or by vehicles shall include only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered hereunder or with the building containing the property covered hereunder, except that loss by aircraft include direct loss by objects falling therefrom. The company shall not be liable, however for loss:

- a) by any vehicle owned or operated by the insured or by any tenant of the described premises;
- b) by any vehicle to fences, driveways, walks or lawns;

c) to any aircraft or vehicle including contents thereof other than stocks of aircraft or vehicles in process of manufacture or for sale.

PROVISION APPLICABLE TO SMOKE

The term smoke as used in this endorsement means only smoke due to a sudden unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or by a vent, and while in or on the premises described in this policy, excluding however, smoke from fire places or industrial apparatus.

DEDUCTIBLE

It is understood and agreed that the insured shall bear the first 1% of the sum insured on the affected item/s under this endorsement but not less than P 1,000.00 nor more than P 500,000.00 on any material damage loss from any of the above mentioned perils.

General conditions applicable for all the perils mentioned in this endorsement

1. It is a condition of this insurance that the insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property.
2. The company shall not be liable for loss or damage occasioned by or through or in consequence of the action or order of any government or public authority
3. Provided always that all the conditions on the policy to which this endorsement is attached shall apply, except as they may be hereby expressly varied, and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by the above named perils.

FLOOD ENDORSEMENT

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby agreed that this insurance as herein defined subject to the Special Conditions hereinafter contained extent to include loss or damage directly caused by Flood.

DEFINITIONS :

The term "Flood" is defined as the entry of water into the premises insured, from without, due to the inundation of land not usually covered by water, (a) by reason of an extra ordinary high tide or (b) following Typhoon, Cyclone, and/or Windstorm or (c) due to the bursting or overflowing of rivers, reservoirs, canals and the like.

SPECIAL CONDITIONS

1. It is a condition of this insurance that the Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property.
2. Unless liability is specifically assumed by amendment to this endorsement, the Company shall not be liable for loss or damage to the following property : (a) goods in the open, or (b) drains, water courses, boundary walls, garden walls, retaining walls, gates, posts, fences, driveway roads, walks or bulkheads.
3. The Company shall not be liable for :
 - a) Loss or damage caused directly or indirectly by landslide, subsidence, cloudburst or explosion, whether incidental to flood or not nor by theft whether occurring during or after a flood, nor by the neglect of the Insured to use all reasonable means to save and preserve the property during and after a Flood.
 - b) Loss or damage caused by overflowing, bursting or leakage of water tanks, pipes and other water apparatus; loss or damage caused by overflowing of gutters and downpipes or bursting or overflowing of municipal or other public water supply mains; loss or damage due to seepage, leakage or influx of water from basement walls, including doors, windows and other openings therein, foundations, basement floors and sidewalks or water, which backs up through sewers or drains; loss or damage occasioned by high water unless directly caused by Flood as defined herein.
 - c) Loss or damage occasioned by or through or in consequence of the action or order of any government or public authority.
 - d) Loss or damage to property which at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by Marine or Plate Glass policy or policies.
 - e) Consequential loss or damage of any kind or description whatsoever.
4. In the event of this policy being surrendered by the Insured for cancellation, the Company shall retain 100% of the premium notwithstanding what is stated in Conditions No. 11 and 12 of this policy to the contrary.

5. IT IS UNDERSTOOD AND AGREED THAT the Insured shall bear that portion of the loss or damage caused by flood to each affected item of insured property equivalent to 2% of its actual cash value at the time of loss, for each claim or series of claims arising out of any one Flood occurrence the duration extent of which shall be limited to 168 consecutive hours. For the purpose of this clause, the following shall be considered as separate items of insured property, regardless of what is indicated in the schedule :
- a) Each building, including machinery, equipment and fixtures normal to its operation;
 - b) All machinery and equipment contained in each building
 - c) All stocks in trade (raw materials, work-in-process, supplies and finished goods), contained in each building.
 - d) All other contents contained in each building;

In case of other insurances on the same item of property, this clause shall apply only once regardless of the number of policies or insurers.

It is further understood and agreed that in the computation of the claims payable, Condition No. 20 (Average Clause) of this Policy shall apply after the application of the deductible provided herein.

6. Provided always that all the conditions of the policy shall apply except as they may be hereby expressly varied.

TYPHOON ENDORSEMENT (if applicable)

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby agreed that this insurance as herein defined subject to the Special Conditions hereinafter contained extends to include loss or damage directly caused by Typhoon.

The term Typhoon as used in this endorsement shall be understood to mean a Typhoon or Storm as recorded by the Weather Bureau.

SPECIAL CONDITIONS

1. It is a condition of this insurance that that the Insured undertakes to exercise all ordinary and reasonable precautions for the safety of the property.
2. Unless liability is specifically assumed by amendment to this endorsement, the Company shall not be liable for loss or damage to buildings in the course of construction or reconstruction (or their contents) unless entirely enclosed and under roof with all outside doors and windows permanently in place, or property contained in any portion of any building described in this policy not completely enclosed and roofed.
3. The Company shall not be liable for:
 - (a) Loss or damage caused directly or indirectly by flood, tidal wave, high water, or overflow whether driven by wind or not. The Company shall not be liable for loss and/or damage caused directly or indirectly by backing up of sewers, drains, canals, creeks, rivers and/or storm drainage system.
 - (b) Loss or damage caused directly or indirectly by landslide, subsidence, cloudburst or explosion, whether incidental to Typhoon or by theft whether occurring during or after a Typhoon or by the neglect of the Insured to use all reasonable means to save and preserve the property during and after a Typhoon.
 - (c) Loss or damage caused by rain whether driven by wind or not, unless the building insured or containing the property insured shall first sustain an actual damage to roof or walls by the direct force of a Typhoon and shall then be liable for such loss or damage to the building or insured property therein as may be caused by rain entering the building through openings in the roof or walls made by direct action of such Typhoon.
 - (d) Water damage as a result of doors, windows, transoms or roof lights being left open, notwithstanding the existence or presence of Typhoon.
 - (e) Loss or damage to any building, or the contents thereof, if on the happening of such loss or damage the building was already in a damaged, defective, fallen, or displaced condition as regards foundations, walls, ceilings, roofs, roof gutters and flushing, roof lights, air vents, doors, windows and transoms.
 - (f) Loss or damage occasioned by or through or in consequence of the action or order of any government or public authority.
4. IT IS UNDERSTOOD AND AGREED THAT the Insured shall bear that portion of the loss or damage caused by typhoon to each affected item of insured property equivalent to 2% of its actual cash value at the time of loss, for each claim or series of claims arising out of any one Typhoon occurrence the duration and extent of which shall be limited to 168 consecutive hours. For the purpose of this clause, the following shall be considered as separate items of insured property, regardless of what is indicated in the policy schedule:
 1. Each building, including machinery, equipment and fixtures normal to its operation;

2. All machinery and equipment contained in each building;
3. All stocks in trade (raw materials, work-in-process, supplies and finished goods), contained in each building;
4. All other contents contained in each building.

In case of other insurances on the same item of property, this clause shall apply only once regardless of the number of policies or insurer.

It is further understood and agreed that in the computation of the claims payable, Condition No. 20 (Average Clause) of this Policy shall apply after the application of the deductible provided herein.

5. Provided always that all conditions of the policy to which this endorsement is attached shall apply, except as they may be hereby expressly varied.

RIOT AND STRIKE ENDORSEMENT (if applicable)

In consideration of the payment of the aforementioned premium, it is hereby declared and agreed that notwithstanding anything in the within written Policy contained to the contrary, the insurance under this Policy shall extend to cover Riot & Strike damage which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained:

Loss of or damage to the property insured directly caused by:

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock out or not) not being an occurrence mentioned in Condition NO. 6 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequence of any such disturbance.
3. The willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

SPECIAL CONDITIONS

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:

CONDITION 5

The insurance does not cover

- [a] loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever;
- [b] loss or damage resulting from total or partial cessation of work or the retarding or interruption of any process or operations;
- [c] loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- [d] loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

Provided, nevertheless, that the company is not relieved under [c] or [d] above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

CONDITION 10.

This insurance may at any time be terminated by the Company on notice to that effect being given by the Insured, in which case the Company shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of cancellation, if the insurance be terminated at the request of the insured, the Company shall not be liable to repay the premium or any part of it except insofar as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

CONDITION 17.

(Where the Fire Policy is subject to Average).

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the amount to the loss accordingly. Every item, if more than one of the Policy shall be separately subject to this condition.

CONDITION 17.

(Where the Fire Policy is not subject to Average).

In all cases where any other subsisting insurance or insurances, effected by the Insured or by any other person or persons covering any of the property hereby insured, either exclusively or together with any other property in and subject to the same risk only, shall be subject to average, the insurance on such property under this Endorsement shall be subject to average in like manner, but in any event the Company shall not be liable to pay or contribute in respect of any loss or damage beyond the proportion which the sum insured by this Endorsement shall bear to the total insurance, whether effected by the Insured or not, on the same property against ordinary fire loss.

PROVIDED, that it is hereby further expressly declared and agreed that:

[1] All the conditions of this Policy shall apply in all respects to the Insurance granted by this extension save insofar as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy shall be deemed to include the perils hereby insured against.

[2] The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

ROBBERY ENDORSEMENT (if applicable)

In consideration of the payment by the Insured to the Company of an additional premium (included in the bill) it is hereby declared and agreed that this Policy shall also cover loss of or damage to the insured property as a result of robbery (x) or any attempt or frustration thereof, excluding, however, any loss or damage caused by any dishonest, fraudulent, or criminal act or omission on the part of the Insured, or other parties in interest, his/her/their employees, agents, or authorized representatives or others to whom the Insured property may be left or in whose care, custody or control said property is entrusted.

It is expressly stipulated that in no case shall the Company be liable to pay under this clause more than 10% of total sum insured (contents) max of Php 200,000.00. It is further declared and agreed that the Insured shall bear the first 1% of Sum Insured of the affected Item subject to a minimum of Php 1,000.00 and maximum of Php 500,000.00 for each and every Loss.

PROVIDED ALWAYS, that all conditions of this Policy (including warranties, clauses and/or endorsements thereto), shall also apply to the herein risk (except only insofar as said condition or conditions may have been expressly waived or excluded hereunder), and that any reference in the Policy to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by robbery.

The Insured upon knowledge of any loss or damage recoverable under this Clause shall give immediately a detailed report of said loss or damage to the Company and to the Police having jurisdiction, as a condition precedent for indemnification by the Company.

In the event of loss or damage for which claim is made under this endorsement, the Insured shall, at the request and expense of the Company take legal action to secure the arrest and prosecution of the offenders and the recovery of the property.

Warranted that coverage under this Policy shall cease immediately upon transfer or removal of the insured property from the premises indicated in the Policy and/or endorsements attached thereto.

It is further understood and agreed that the thing (xx) containing the insured property shall not be left without any lawful occupant for more than a continuous period of seventy two (72) hours. Breach of this condition shall render this Policy null and void and the Company shall in no case whatsoever be liable for any loss or damage which may occur after the expiration of said period.

(x)ROBBERY - Shall mean robbery as defined in Article 293 of the Revised Penal Code of the Philippines. Act No. 3815.

(xx)THING - Shall include building, apartment, office, room, etc

COMPREHENSIVE GENERAL LIABILITY COVER

Insuring Agreement

The Company will pay to or on behalf of the insured all sums which the insured shall become legally liable to pay as imposed by law by way of compensation (excluding punitive or exemplary and or/aggravated damages) subject to terms, exceptions and conditions set forth in respect of liability arising from Bodily Injury (Including death and Sickness) and Property Damages at any time sustained by Third party/ies due to

accidents while on the premises and/ or location of risk declared with the permission of the Assured.

Limit of Liability

Subject to limit of "Selected Plan"

In consideration of additional premium, The company agrees to cover Plumbing services, Electrical services and Locksmith services that may arise from breakage of pipes, leaking of sanitary fittings or damages to water installations that the assured or any third party/ies may claim due to the insured accident act and or Insureds negligence.

GENERAL EXCEPTIONS

This Endorsement does not cover:

1. Damages caused deliberately by the Assured and/or by persons living with the Assured.
2. Damages as a result directly or indirectly of war, civil war, armed conflict, insurrection, revolt, rebellion, terrorism, riot, strike, civil commotion and any other eventuality that affect the State of Public Order.
3. Damages due to Acts of God or arising as a consequence of earthquake, volcanic eruption, typhoon, flood and any other convulsions of nature.
4. Expenses incurred by the Assured without the Company's prior approval or consent.

I. Defense, Settlement, Supplementary Payments

In respects of the insurance afforded by the other terms of this policy the company shall:

- (a) defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient.
- (b) Pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (c) Pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;
- (d) Pay expenses incurred by the insured, in the event of an accident causing bodily injury, sickness or disease, for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;
- (e) Reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request. The amounts incurred under this insuring agreement, except settlements of claims and suits are payable by the company in addition to the applicable limit of liability of this policy.

II. Definition of "Insured"

The unqualified word "Insured" includes (a) the named Insured, (b) if residents of his household, his spouse, the relatives of either and any other person under the age of twenty-one in the care of an Insured, and (c) with respect to animals and watercraft owned by an Insured, any person or organization legally responsible therefore.

III. Premises, Business, Residence Employee Defined

- (a) Premises. The unqualified word "premises" means (1) all premises where the Named Insured or his spouse maintains a residence and includes private approaches thereto and other premises and private approaches thereto for use in connection with said residence, except business property and farms, (2) individuals or family cemetery plots or burial vaults, (3) premises in which an Insured is temporarily residing, if not owned by an Insured, and (4) vacant land, other than farm land, owned by or rented to an Insured, including such land on which a one or two family dwelling is being constructed for the Insured by an independent contractor.

"Business Property" includes (1) property on which a business is conducted and (2) property rented in whole or in part to others, or held for such rental, by the Insured other than (a) the Insured's residence if rented occasionally or if a two family dwelling usually occupied in part by the Insured or (b) garages or stables, if not more than three car spaces or stalls are so rented or held.

- (b) Business. "Business" includes trade, profession or occupation.
- (c) Residence Employee. "Residence Employee" means an employee of an Insured whose duties are incidental to the ownership, maintenance or use of the premises, including the maintenance or use of automobiles or teams, or who performs elsewhere duties of a similar nature not in connection with an Insured's business.

IV. Policy Period

This policy applies only to occurrences during the policy period.

Exclusions

This Policy does not apply:

- (a) to any business pursuits of an Insured, other than activities therein which are ordinarily incident to non-business pursuits; or to the rendering of any professional service or the omission thereof; or to any act or omission in connection with premises, other than as defined, which are owned, rented or controlled by an Insured;
- (b) to the ownership, maintenance or use, including loading and unloading, of (1) motor vehicles, trailers or semi-trailers while away from the premises or the ways immediately adjoining, (2) watercraft, other than canoes or rowboats, exceeding twenty-one feet in the over-all length or inboard motor boats, owned by or rented to an Insured, while away from the premises, or (3) aircraft; but, with respect to injury sustained by a residence employee while engaged in the employment of the Insured, parts (1) and (2) of this exclusion do not apply, and part (3) applies only while such employee is engaged in the operation or maintenance of aircraft;
- (c) to injury, sickness, disease, death or destruction caused intentionally by or at the direction of the Insured,
- (d) to bodily injury to or sickness, disease or death of (1) any employee of the Insured; if benefits therefore are either payable or required to be provided under any workmen's compensation law; or (2) any residence employee of the Insured while engaged in the employment of the Insured if the Insured has in effect on the date of the occurrence a policy providing workmen's compensation benefits for his residence employees;
- (e) under Coverage A, to injury to or destruction of property used by, rented to or in the care, custody or control of the Insured;
- (f) under Coverage B, to bodily injury to or sickness, disease or death of (1) any person if benefits therefore are payable under any workmen's compensation law; or (2) any Insured within the meaning of parts (a) and (b) of insuring Agreement III; or (3) any person, other than a residence employee, if such person is regularly residing on the premises, or is on the premises, or is on the premises because of a business conducted thereon, or is injured by an accident arising out of such business.

IT IS HEREBY DECLARED AND AGREED that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which read:

"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 the Policy.

CONDITIONS

Conditions 1, 2, 11, 12, 13, 14, 15, 16, 17, 18 & 19 apply to all coverage. The other conditions apply to the coverage noted thereunder.

- 1) Limits of Liability. The limit of liability stated in the Declarations for Coverage A is the limit of the Company's liability for all damages, including damages for care and loss of service, arising out of one occurrence. The limit of liability stated in the Declarations for Coverage B is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury, sickness or disease, including death resulting there from, in any one accident.. The inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability.
- 2) Notice of Occurrence. When occurrence takes place, written notice shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.
- 3) Notice of Claim or Suit - Coverage A. If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
- 4) Assistance and Cooperation of the Insured – Coverage A. The insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident.
- 5) Medical and Other Reports; Examination – Coverage B. The injured person or someone on hi behalf shall, as soon as practicable after each request from the Company, furnish reasonably obtainable information pertaining to the accident and injury, and execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require.
- 6) Proof and Payment of Claim – Coverage B. As soon as practicable after completion of the services or after the rendering of services which in cost equal or exceed the limit of liability for medical payments or after the expiration of one year from the date of the accident, whichever is the first, the insured person or someone on his behalf shall give to the Company written proof of claim under oath, stating the name and address of each person and organization which has rendered services, the nature and extent and the dates of rendition of such services, the itemized charges therefore and the amounts paid thereon. Upon the Company's request, the injured person or someone on his behalf shall cause to be given to the Company by each such person and

organization written proof of claim under oath, stating the nature and extent and dates of rendition of such services, the itemized charged therefore and the payments received thereon.

The Company shall have the right to make payment at any time to the injured person or to pay such person or organization or account of the services rendered, and a payment so made shall reduce to the extent thereof the amount payable hereunder to or for such injured person on account of such injury. Payment hereunder shall not constitute admission of liability of the Insured or, except hereunder, of the Company.

- 7) Action against Company – Coverage A. No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.
Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability.
Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.
- 8) Action against Company – Coverage B. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty days after the required proofs of claim have been filed with the Company.
- 9) Other Insurance – Coverage A. If the Insured has other insurance against a loss covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the Declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
- 10) Subrogation – Coverage A. In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.
- 11) Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy be waived or changed, except by endorsement issued to from a part of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an executive officer of the Company provided, however, changes may be made in the written portion of the declaration by a Manager or a General Agent of the Company when initiated by such Manager or General Agent of the Company or by endorsement issued to form a part of this policy signed by such Manager or General Agent.
- 12) Assignment. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon. Death of the Named Insured terminates this policy unless within sixty days after such death written notice is given to the Company designating a Named Insured, in which event the person so designated becomes the Named Insured from the date of such death. If the person so designated is not a person who was an Insured at time of death of the Named Insured, this policy shall apply only with respect to the premises of the original Named Insured and those of his spouse.
- 13) Declarations. By acceptance of this policy the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this Insurance.
- 14) Receipt of Payment Clause. Except only in those specific cases where corresponding rules and regulations which now are 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 actually been in full and duly acknowledged in a receipt signed by any authorized official or representative/agent of the Company.
- 15) Renewal Clause. Unless the Company at least forty-five days in advance of the end of the policy period mails or delivers to the Assured at the address shown in the policy notice of its intention not to renew the Policy or to condition its renewal upon reduction of 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
- 16) Cancellation Clause. The 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 premium less the earned portion thereof to the Assured. Likewise, this Policy may be cancelled on the short rate basis set in the short rate cancellation table at the request of the Assured.
- 17) Changes in Policy Clause. 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.
- 18) Settlement of Claim Clause. The amount of any loss or damage 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 or damage is made either by agreement between the Assured 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 or damage shall be proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt.

- 19) Suit against Company Clause. 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 then the claim shall for all purposes be deemed to have been abandoned and shall thereafter be recoverable hereunder.

OMNIBUS CLAUSE

All applicable provisions of Presidential Decree No. 612, otherwise known as the Insurance Code, are deemed to have been incorporated in this policy, certificate or contract of insurance and will supersede any agreement/condition inconsistent therewith

PERSONAL ACCIDENT ENDORSEMENT (if applicable)

TABLE OF BENEFITS – I

BODILY INJURY caused by accident which injury shall solely and independently of any other cause result in:

- A. Death occurring within twelve calendar months of bodily injury as aforesaid (pls. refer to the Accidental Death & Disablement coverage in the Policy Schedule).
- 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 (pls. refer to the percentages in Table of Benefits II of the Accidental Death & Disablement coverage stated in the Policy Schedule).
- C.1. Total Disablement temporarily preventing the Insured from engaging in or giving attention to profession or occupation: Weekly Compensation for such disablement at the rate stated in the Temporary Total Disability coverage in the Policy Schedule.
- C.2. Partial Disablement temporarily preventing the Insured from engaging in or giving attention to profession or occupation: Weekly Compensation for such disablement at the rate of one-third of C.1 benefit.
- D. Medical and Surgical treatment for such injury: Indemnity for the expenses of such treatment incurred by the Insured, subject to the Medical Reimbursement Limit stated in the Policy Schedule, in respect of Any One Accident

Compensation under benefits C.1 and C.2 either separately or together shall not be payable for a longer period than 100 weeks in respect of any one injury calculated from the date the Insured was first examined by a duly qualified Medical Practitioner.

The Insured, for the purpose of this Policy, can be considered totally disabled under benefit C.1, when he is prevented from engaging in or giving attention to his profession or occupation. But if he is prevented from giving a substantial part only of the ordinary attention required by his profession or occupation, he can be considered partially disabled under benefit C.2.

PROVISOS

- 1. This Policy shall not extend to cover:
 - (a) Death or disablement occasioned by or happening through:
 - (i) War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Strike, Riot, Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Military or Popular Rising;
 - (ii) Suicide or Attempted Suicide (sane or insane), Alcoholism, or Insanity;
 - (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 caused by murder or provoked assault or any attempt thereat.
 - (c) Death or disablement occurring whilst the Insured is traveling in an aircraft other than once 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 ticket-holding passenger.
 - (d) Death or disablement consequent upon the Insured engaging, purely for sports, 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 woodworking machinery driven by mechanical power.
 - (e) Death or disablement occasioned by or happening through pregnancy or childbirth with respect to women.
 - (f) Death or disablement caused while the Insured is performing or attempting the performance of an unlawful act.
 - (g) Drowning

(h) Insect and Animal Bites

2. Compensation shall be payable only when the entire amount of the claim shall have been ascertained and proven 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 here to whose receipt for such compensation for death shall be final and full discharge of the liability of the Company therefore.

PERMANENT DISABLEMENT
DESCRIPTION OF DISABLEMENT
PERCENTAGE OF THE SUM SPECIFIED IN THE BENEFIT B
OF TABLE OF BENEFITS I

Total and permanent disablement from engaging in or attending to employment or occupations of any kind and every kind.....	100%
Total and permanent loss of all sights in both eyes.....	100%
Total loss by physical severance or total and permanent loss of use of:	
Two limbs.....	100%
Both hands.....	100%
Arm above the elbow.....	100%
Arm below the elbow.....	50%
One hand at wrist.....	50%
Leg above the knee.....	50%
Leg at or below the knee but above ankle.....	50%
Sight of one eye except perception of light.....	50%
Lens of one eye.....	50%
Thumb and four fingers of one hand.....	50%
Four fingers of one hand.....	40%
Thumb (both phalanges).....	25%
(one phalanx).....	10%
Index finger (three phalanges).....	15%
(two phalanges).....	10%
(one phalanx).....	6%
Middle finger (three phalanges).....	10%
(two phalanges).....	6%
(one phalanx).....	3%
Ring finger (three phalanges).....	8%
(two phalanges).....	5%
(one phalanx).....	3%
Little finger (three phalanges).....	6%
(two phalanges).....	4%
(one phalanx).....	2%
Metacarpals – first or second (additional).....	3%
- third, fourth and fifth (additional).....	2%
One foot at ankle.....	50%
Toes – all of one foot.....	17%
Great toe (two phalanges).....	5%
(one phalanx).....	3%
Any other toe.....	3%
Total and permanent loss of :	
Hearing in both ears.....	75%
Hearing in one ear.....	38%
Speech.....	50%

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

Where the injury is not specified, the Company will adopt a percentage of disablement which in its option is not inconsistent with the provisions of this Table.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100%.

TERMINATION CLAUSE. This contract shall terminate only in the event of accidental death as provided herein or upon expiry.

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

In any policy year, the aggregate benefits payable under the Disability Benefit of this contract in respect of one or more accident(s) resulting in loss (es) within one hundred eighty (180) days from the 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 Disability Benefit shall be the principal sum 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 insofar as accidental death benefit is concerned.

In any policy year, the amount of benefit 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. (The amount

of benefits to be paid in the succeeding policy year shall not be reduced by any amount paid in the preceding policy year.)

C O N D I T I O N S

1. This Policy includes the endorsements and the attached papers, if any, and with the application on file with the Company or attached hereto, contains the entire contract of insurance.
No statement made by the applicant for insurance not included herein shall avoid the policy or be used in any legal proceeding hereunder. No agent has authority to change this Policy or to waive any of its provisions. No change in this Policy shall be valid unless approved by an executive officer of the Company and such approval be endorsed hereon in accordance however in all cases with the Section 50 of the Insurance Code.
2. All certificates, information, and evidence required by the Company shall be furnished at the expense of the Insured or his beneficiary 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, 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 appliance and remedies as may be 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, 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 for which he has become aware since the payment of the preceding premium.
4. Written notice of injury must be given to the Company within thirty (30) days after the date of the accident causing such injury on which claim is based. In the event of accidental death, immediate notice thereof must be given to the Company.
Such notice by or in behalf of the Insured given to the Company at any of its branches 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.
5. The Company, upon receipt of such notice, will furnish to the claimant such forms, as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within fifteen (15) days after the receipt 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 the Policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.
6. In case of any claim for loss, affirmative proof of loss must be furnished to the Company at its said office within ninety (90) days after the termination of the period for which the Company is liable.
7. The amount of loss, damage, or liability for which the Company may be liable shall be paid within thirty (30) days after the said formal written claim and proof of loss, damage, or liability is received by the Company and ascertainment of the loss, damage, or liability is made by agreement between the Insured and the Company or by arbitration. In the event such ascertainment is not had nor made within sixty (60) days after such receipt by the Company, then the loss, damage, or liability shall be paid within ninety (90) days after such receipt. Failure of the Company to pay the loss, damage, or liability within the time prescribed herein will entitle the Insured to collect interest on the proceeds of this Policy for the duration of the delay at the rate twice the ceiling prescribed by the Monetary Board unless the Company's failure to pay is based on the ground that the claim is fraudulent.
8. All indemnities of this Policy are payable to the Insured. Any accrued indemnities unpaid at the Insured's death shall be payable in accordance with the Beneficiary Designation and the provisions prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. If any indemnity of this Policy shall be payable to somebody who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity to any relative by blood or connection by marriage of the Insured who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.
9. No assignment of the benefits under this Policy shall be binding upon the Company unless and until the original or a duplicate thereof is filed with the Company. The Company does not assume any responsibility for the validity of any assignment.
10. The Insured shall be entitled to renew this Policy upon payment of the premium due on the date of 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 this Policy, notice of its intention not to renew or condition its renewal upon reduction of limits or elimination of coverages.
This Policy shall not be renewable after the end of the period of insurance during which the Insured attains the age of sixty five (65) years.
11. 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(2) 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. 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 of the amount of the Company's liability hereunder if disputed, shall be first obtained.

12. If a claim be made and rejected and an action or suit be not commenced within twelve (12) months after such rejection or in case of an arbitration taking place as provided herein within twelve (12) months after the arbitrators or umpire shall have been made their award, then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.
13. 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.
14. It is hereby further understood and agreed that in the event of a claim, an Insured, if 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.
15. This Policy shall 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 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 and (b) that, upon written request of the named insured, the insurer will furnish the facts on which the cancellation is based.

COMMUNICABLE DISEASE ENDORSEMENT

1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a Communicable Disease, or
 - 2.2 any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

IMPORTANT NOTICE

The Insurance Commissioner, with offices in Manila, 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.

CONFISCATION OF OBJECT OF ARSON - The building which is the object of arson including the land on which it is situated shall be confiscated and escheated to the State, unless the owner thereof can prove that he has no participation in nor knowledge of such arson despite the exercise of due diligence on his part.