

PUBLIC LIABILITY INSURANCE POLICY

Dear Valued Insured,

Thank you for choosing Cocogen Insurance, Inc. as your Insurer.

This insurance contract between you and Cocogen consists of the Application Form, the Policy, the Schedule, and the Endorsements, if any. Please note that in accepting this insurance, we relied on the information you have provided us.

In consideration of the payment of the premium shown in the Schedule, we agree to pay you, subject to the terms and conditions contained in or endorsed on this insurance contract, against loss, damage, costs, expenses and legal liability for accidents happening within the Period of Insurance in the manner and to the extent provided in this Policy.

Should you have clarifications and concerns on this insurance contract, feel free to call us at (632) 8-830-6000 or send us an email at client_services@cocogen.com. To learn more about our products and services, please visit our website at www.cocogen.com.

Your Insurance Provider,

COCOGEN INSURANCE, INC.

IMPORTANT NOTICE

The Insurance Commissioner, with offices in Manila, Cebu, and Davao, is the Government official in charge of the enforcement of all laws relating to Insurance and has supervision over insurance companies. He is ready at all times to render assistance in settling any controversy between an insurance company and a policyholder relating to insurance matters.

Do not fail to notify the Company of every event which results in a claim under this Policy however small, immediately on occurrence. In communications with the Company, always give the number of Policy.

ARTICLE 1250 OF THE CIVIL CODE WAIVER

You agree that the following provision of the Civil Code of the Philippines shall not apply in determining the extent of Our liability under this insurance contract:

"Art. 1250. 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 xxx."

Cocogen has caused this insurance contract to be signed by its duly authorized officer in the place and on the date appearing in the Schedule.

COCOGEN INSURANCE, INC.

T.I.N. 000 432 798



Atty. David Roy C. Padin

President

WHEREAS the Insured, by a proposal which is the basis of this Contract and is made part hereof, has applied to **Cocogen Insurance, Inc.** (hereinafter called the "Company", "Underwriter", "Insurer", and/or "Cocogen") for the indemnity hereinafter expressed and has paid the Premium as consideration for such insurance.

THE COMPANY agrees, subject to the terms, exclusions, limits, and conditions contained herein or endorsed hereon to indemnify the Insured against:

- A. All sums which the Insured shall become legally liable to pay for Compensation to third parties in respect of:
- (1) Bodily Injury; or
 - (2) Property Damage
- happening during the Period of Insurance within, on or about the covered Premises as a result of an Occurrence in connection with the Business described in the Schedule.
- B. Inclusive of the Limit stated in the Schedule, all reasonable costs and expenses of litigation:
- (1) recovered by any claimant against the Insured;
 - (2) incurred with the written consent of the Company
- in respect of a claim against the Insured for Compensation to which the indemnity expressed in this Policy applies.

LIMIT OF INDEMNITY

- A. The liability of the Company under this Policy for all Compensation payable to any claimant or any number of claimants in respect of or arising out of any one Occurrence or all Occurrences of a series consequent on or attributable to one source or original cause shall not exceed the limit specified in the Schedule.
- B. The maximum aggregate liability of the Company under this Policy to indemnify Compensation for all Occurrences combined during the Period of Insurance is limited to the amount specified as the Aggregate Limit in the Schedule.
- C. Unless otherwise stated in this Policy, any sub-limit or inner limit specified in the Schedule shall be the Company's maximum aggregate liability under such sub-limit or inner limit, irrespective of the number of Occurrences or claims on this Policy. Any sub-limit or inner limit shall be part of and not in addition to the Aggregate Limit specified in the Schedule.

JURISDICTION CLAUSE

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the stated Territory whether by way of reciprocal agreements or otherwise.

GENERAL EXCEPTIONS

The indemnity expressed in this Policy shall not apply to:

- (1) liability in respect of injury, illness, disease, death, loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected, having regard to the nature and circumstances of such act or omission;
- (2) liability assumed by the Insured by contract or agreement and which would not have attached in the absence of such contract or agreement;
- (3) liability in respect of:
 - (a) injury to, illness, disease, or death of any person under a contract of service or apprenticeship with the Insured arising out of and in the course of the employment of such person by the Insured;
 - (b) any sum payable by the Insured under legislation relating to workers' compensation, or occupational injury, illness, disease, or death;
 - (c) injury, illness, disease, death, loss or damage caused by operations performed for the Insured by independent contractors or subcontractors, and omissions or supervisory acts of the Insured in connection therewith;
- (4) liability in respect of loss of or damage to:
 - (a) property owned or occupied by or rented to the Insured;
 - (b) property under the care, custody, or control of the Insured or any person in the service of the Insured or any party acting on behalf of the Insured;
 - (c) premises alienated by the Insured arising out of such premises or any part thereof;
 - (d) that part of any property upon which the Insured or any person in the service of the Insured or any party acting on behalf of the Insured is or has been working on;
 - (e) any part of any property that must be restored, repaired, or replaced by reason of incorrect work performed by or on behalf of the Insured, or by reason of materials, parts, or equipment which are or are proved to be defective or inadequate in connection with such work;
 - (f) the Insured's products arising out of such products or any part of such products;
 - (g) work performed by or on behalf of the Insured arising out of the work or any portion thereof, or out of

- materials, parts, or equipment furnished in connection therewith;
- (h) any vehicle (including property or accessory in or on such vehicle) within, entering, or leaving any garage or enclosed/unenclosed parking place;
- (i) any underground property including but not limited to wires, cables, conduits, pipes, mains, sewers, tanks, tunnels, or any similar property;
- (5) loss of use of tangible property which has not been physically damaged, lost, or destroyed resulting from:
 - (a) a delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or
 - (b) the failure of the Insured's products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Insured;
- (6) any liability arising directly or indirectly from the failure of any product or service to perform the function or serve the purpose for which it was intended and/or to meet the level of performance, quality, fitness or durability warranted or represented by the Insured;
- (7) any claim with respect to the withdrawal, recall, inspection, repair, removal, replacement, or loss of use of the Insured's products or work completed by or for the Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, tampering, or dangerous condition therein;
- (8) liability in respect of:
 - (a) loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support;
 - (b) injury to, illness, disease, or death of any person, or loss of or damage to property occasioned by or resulting from any such loss or damage aforesaid;
- (9) liability in respect of injury, illness, disease, death, loss or damage caused by, or in connection with, or arising from:
 - (a) ownership, maintenance, operation, loading or unloading, or use of any vehicle (or trailer attached thereto), watercraft, or aircraft;
 - (b) any lift, elevator, escalator, hoist, or crane owned or used by the Insured or for the maintenance of which the Insured is responsible;
 - (c) defective sanitary arrangements or water pollution;
 - (d) accident to any watercraft in consequence of the condition or unsuitability of any berth, dock, or mooring;
 - (e) handling or use of or the existence of any condition in goods or products manufactured, constructed, erected, installed, assembled, repaired, serviced, treated, altered, handled, disposed, sold, supplied or distributed by the Insured or by others trading under the name of the Insured including any container or packaging thereof, or reliance upon a representation or warranty made at any time with respect to such goods or products, if the accident occurs after the Insured has relinquished possession thereof, and away from any of the premises owned or rented to the Insured;
 - (f) any operations that have been completed or abandoned at the place of occurrence thereof and away from any of the premises owned or rented to the Insured, provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to a service or maintenance agreement;
 - (g) food or drink poisoning or foreign deleterious matter in food or drink;
 - (h) operations or premises outside the covered premises, location of risk, or geographical area specified in the Schedule;
 - (i) fire or explosion;
 - (j) typhoon, flood, hurricane, volcanic eruption, earthquake, subterranean fire, or other convulsions of nature;
 - (k) subsidence or collapse;
 - (l) discharge, leakage, or overflow of water, steam, or any form of liquid or contaminants howsoever caused;
 - (m) any wet risk or offshore operation;
 - (n) bursting of any pressure part of:
 - (i) any steam boiler or any economizer;
 - (ii) any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any servant or any agent of the Insured;
- (10) any liability in respect of injury to, death, illness, disability, shock, fright, mental anguish, or mental injury of any person arising out of one or more of the following offenses:
 - (a) false arrest, detention or imprisonment;
 - (b) malicious prosecution or humiliation;
 - (c) wrongful eviction, wrongful entry, or invasion of the right of private occupancy;
 - (d) oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - (e) oral or written publication, in any manner, of material that violates a person's right of privacy;
 - (f) the use of another's advertising idea; or
 - (g) infringing upon another's copyright, trade dress or slogan;
- (11) liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from the rendering of or failure to render professional advice or service by the Insured, or any error or omission in connection therewith;

- (12) liability in respect of fines, penalties, liquidated damages, punitive or exemplary damages howsoever awarded or described, or any additional damages resulting from the multiplication of compensatory damages;
- (13) liability directly or indirectly occasioned by or through or in consequence of:
- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 - (b) strike, lock-out, labour disturbance, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, mutiny, conspiracy, military or usurped power; or
 - (c) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto government or to the influencing of it by terrorism, loot, sack, pillage, or by any violent means;
- (14) liability directly or indirectly occasioned by, or through, or in consequence of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;
- (15) any liability directly or indirectly caused by or contributed to, by or arising from:
- (a) nuclear reactors and nuclear power stations or plant;
 - (b) any other premises or facilities whatsoever related to or concerned with:
 - (i) the production of nuclear energy; or
 - (ii) the production or storage or handling of nuclear fuel or nuclear waste.

DEFINITIONS

Wherever appearing in this Policy, the following words or phrases shall, unless the context specifically provides to the contrary, be interpreted in the manner described below:

Aggregate Limit	The total amount that the Company will pay the Insured for all losses, Property Damage, Bodily Injury, expenses, and/or liability for one (1) year or any one (1) Period of Insurance.
Aircraft	Any vessel, craft or thing made or intended to fly or move in or through the air, atmosphere or space.
Bodily Injury	Physical injury including accidental death, disease or illness sustained by a person.
Business	(a) All covered operations and activities shown in the Schedule which are performed by the Insured; and/or (b) The ownership, maintenance, or use, for the purposes shown in the Schedule, of the Premises and all operations which are necessary or incidental thereto.
Compensation	Monies paid or agreed to be paid by judgment or settlement for: a) Bodily Injury; or b) Property Damage. Provided that Compensation is only payable in respect of an Occurrence to which this insurance applies.
Endorsement	A policy document that states a change in the terms and conditions of this insurance contract.
Insured	The Insured named in the Schedule hereto, and: (a) any of the named Insured's subsidiary companies (including subsidiaries thereof) and any other organisation under the named Insured's control and over which it is exercising active management; (b) any new organisation acquired by the named Insured during the policy period through consolidation, merger, purchase of the assets of or assumption of control and active management, provided such acquisition or assumption is reported to the Company within ninety (90) days after it is effected and provided further such acquisition is endorsed on this Policy; (c) any of the named Insured's director, officer, employee, partner or shareholder, but only while acting within the scope of their duties in such capacity; (d) any person, principal, organisation, trustee, or estate to whom or to which the named Insured is obligated by virtue of a written contract to provide insurance as is afforded by this Policy, but only to the extent required by such contract and in any event only for such coverage and limits of liability as provided in this Policy; (e) any social and/or sporting clubs, first aid, fire and ambulance services formed with the named Insured's consent including any office bearer or member thereof in their respective capacities as such; and any of the named Insured's director or senior executive in respect of private work undertaken by the named Insured's employees for such director or senior executive.

Limit of Liability	The amount stated in the Schedule which is the maximum amount the Company shall indemnify the Insured for in respect of all Compensation.
Occurrence	An event including continuous or repeated exposure to substantially the same general conditions which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent on or attributable to one (1) source or original cause shall be deemed one (1) Occurrence.
Period of Insurance	The length of time for which this insurance contract is in force, as shown in the Schedule and for which the Insured has paid and the Company has accepted a premium.
Premises	The covered premises, location of risk, or geographical area shown in the Schedule, and where the Bodily Injury or Property Damage takes place.
Property Damage	(a) physical damage to, loss of, or destruction of tangible property including the loss of use thereof at any time resulting therefrom; or (b) loss of use of tangible property which has not been physically damaged, lost, or destroyed, provided such loss of use is caused by physical damage to, loss of, or destruction of other tangible property.
Pollutants	Any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
Schedule	The document showing the Insured's name, the Premises, the sums insured, the Period of Insurance, conditions, clauses, warranties, and the Endorsements, which apply to this contract of insurance.
Territory	Philippines.
Vehicle	Any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power.
Watercraft	Any vessel, craft or thing made or intended to float on or in or travel on or through water.

GENERAL CONDITONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning whenever it may appear.

- Notice of Claim.** In the event of any Occurrence which may give rise to a claim for indemnity under this Policy, the Insured shall, as soon as possible but not later than thirty (30) days from the date of accident, give notice thereof to the Company in writing. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt.
- Admission of Liability.** The Insured shall not, without the consent of the Company, repudiate liability, negotiate or make any decision, offer, promise, or payment in connection with any Occurrence or claim and the Company shall be entitled, if it so desires, to take over and conduct in the name of the Insured the defense of any claim or to prosecute in the name of the Insured, at its own expense and for its own benefit, any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- Limit of Liability.** The Company may, in the case of any Occurrence, pay to the Insured the maximum sum payable under this Policy in respect of such Occurrence or any lesser sum for which the claim(s) arising from such Occurrence can be settled and the Company shall thereafter not be under further liability in respect of such Occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.
- Deductible.** Any claim under this Policy shall be adjusted separately, and from the amount of each adjusted claim, the Deductible indicated in this Policy shall be deducted. In consideration of the Policy having different deductibles applying, it is agreed that the highest deductible amount shall apply for each accident in case several deductibles are applicable. The Company's liability to indemnify the Insured under this Policy applies only in respect of amounts that exceed the Deductible.
- Documentary Stamps.** Under Revenue Regulations Number 15-2001 of the Bureau of Internal Revenue (BIR), the Documentary Stamp Tax (DST) is payable upon issuance of the Policy, and that no refund will be made as a result of the cancellation of the Policy or reduction in the premium.
- Other Insurance.** If at the time of Occurrence or claim there is or but the existence of this Policy would be any other Policy of indemnity or insurance in favor of or effected by or on behalf of the Insured applicable to such Occurrence or claim, the Company shall not be liable under this Policy to indemnify the Insured in

respect of such Occurrence or claim except, insofar as it concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.

7. **Access to Records.** If the premium for this Policy has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record and shall within one (1) month from the expiry of every Period of Insurance, supply to the Company a correct statement so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be.
8. **Loss Prevention.** The Insured shall take all reasonable precautions to prevent injury, illness, and loss or damage which may give rise to a claim under this Policy.
9. **Inspection of the Risk.** The Company shall at all reasonable times have free access to inspect any property, person, premises, or operations and in the event of any defect or danger being apparent the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended.
10. **Applicable Law.** This insurance contract shall be subject to the laws of the Republic of the Philippines.
11. **Arbitration.** In the event of any controversy or claim arising out of or relating to this insurance contract, or a breach thereof, the Insured and the Company agree first to try and settle the dispute by mediation, administered by the Insurance Commission before resorting to arbitration, litigation or some other dispute resolution. If the Insured elects arbitration, the Insured agrees that the dispute will be subject to the Philippine Dispute Resolution Center, Inc. (PDRCI) Arbitration Rules as at present in force. If the Insured elects litigation, the Insured agrees to file the case before the Insurance Commission-Claims Adjudication Division if the claim does not exceed Php 5 million. The claim shall be considered abandoned if the Insured did not commence any action or suit either in the Insurance Commission or any court of competent jurisdiction within one (1) year from: (a) The Insured's receipt of the Company's denial letter; or (b) termination of the mediation proceedings.
12. **Conditions Precedent.** The due observance and fulfillment of the terms, provisions, conditions, and endorsements of this Policy by the Insured, insofar as they refer to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal made by the Insured, shall be conditions precedent to any liability of the Company.
13. **Misdescription, Misrepresentation and Omission.** If there be any material misdescription or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company will not be liable under this insurance contract in so far as it relates to the insured property, person, premises, operations, or circumstances affected by said misdescription, misrepresentation and omission. If at any time anything shall occur materially affecting the risk insured hereunder, the Insured shall give notice in writing to the Company.
14. **Disclosure.** All material information to be disclosed by an Insured when seeking new insurance and when renewing or making changes to an existing Policy. Such information is any information that might influence the Insurer in deciding whether or not to accept the risk, what the terms should be or what premiums to charge. Failure to do so may render the insurance voidable from inception and enable the Insurer to repudiate liability in respect of any claim or claims under the Policy.
15. **Renewal.** Unless the Company at least forty-five (45) days in advance of the end of the Policy Period mails or delivers to the Insured at the address shown in the Policy notice of its intention not to renew the Policy or condition its renewal upon reduction of limits or elimination of coverages, the Insured shall be entitled to renew the Policy upon payment of the premium due on the effective date of renewal.
16. **Suit Against Company.** If a claim be made and rejected and an action or suit be not commenced either in the Insurance Commission or any court of competent jurisdiction within twelve (12) months from receipt of notice of such rejection or in case of arbitration taking place as provided herein, within twelve (12) months after due notice of the award made by the arbitrator or arbitrators umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
17. **Settlement of Claim.** 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 the 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 (60) days after such receipt by the Company of the proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt.
18. **Subrogation.** The Company will require from the Insured an assignment of all rights against any party for loss to the extent that payment therefor is made by the Company. The Insured shall execute all papers required and do everything that may be necessary to secure such assignment.
19. **Changes in Policy.** None of the provisions, conditions and terms of this Policy shall be waived or altered except by endorsement signed or initialed by the Company's authorized official and issued whenever applicable in accordance with the provisions of Sec. 50 of the Insurance Code.
20. **Cancellation.** 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 premiums less the earned portion thereof to the Insured. Likewise, this Policy may be cancelled on the short rate basis set forth in the Short Rate Cancellation Table at the request of the Insured.

21. **Short Period Rate Scale.** It is hereby agreed that, in the event that this Policy is surrendered by the Insured for cancellation, the Company shall retain a portion of the annual premium in accordance with the following scale for the time the Policy has been in force:

If policy is in force for	The Company will retain	If policy is in force for	The Company will retain
1 month or less	20% of the Premium	6 months	70% of the Premium
2 months	30% of the Premium	7 months	75% of the Premium
3 months	40% of the Premium	8 months	80% of the Premium
4 months	50% of the Premium	9 months	85% of the Premium
5 months	60% of the Premium	Over 9 months	The annual Premium

POLICY EXCLUSIONS

The following shall apply to any Sections of the Policy and Endorsements to this insurance contract.

Absolute Asbestos and Silica Exclusion Clause

It is agreed that this Policy shall not apply:

- A. To any liability for property damage, bodily injury, personal injury, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos product, asbestos fibers or asbestos dust and silica products, silica fibers, silica dust or silica in any form;
- B. To any obligation of the Insured to indemnify any party because of damages arising out of such property damage, bodily injury, personal injury, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury at any time as a result.

Absolute Lead Exclusion Clause

This Policy does not cover any liability, loss, damage, cost or expense arising directly or indirectly from or caused by, contributed to by or arising from the presence, ingestion, inhalation or absorption of or exposure to lead in any form or products containing lead.

Advice, Design, Formula and Specification Exclusion

This Policy will not indemnify the Insured in respect of loss, damage, injury, cost, expense, or liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by, or arising out of advice, design, formula, plan, specification, direction, instruction, or warning.

Biological and Chemical Contamination Clause

The Company will not pay for:

- (1) loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
 - (2) any expenses or legal liability of whatsoever nature;
 - (3) death or injury to any person;
- directly or indirectly caused by or contributed to, by or arising from Biological or Chemical contamination due to or arising from;
- (a) terrorism; and/or
 - (b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion, "terrorism" means any act(s) of any person(s) or organization(s) involving:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
 - (ii) putting the public or any portion of the public in widespread and extraordinary panic and fear;
- in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature. The term "terrorism" shall also include the definition as provided under Republic Act No. 11479 or "The Anti-Terrorism Act of 2020."

Cyber Liability Exclusion

This Policy excludes liability directly or indirectly caused by, arising from or consisting of, in whole or in part:

- (a) the use or misuse of the Internet or similar facility;
- (b) any electronic transmission of data or other information;
- (c) any computer virus or similar problem;
- (d) the use or misuse of any Internet address; website or similar facility;
- (e) any data or other information posted on a website or similar facility;
- (f) any loss of data or damage to any computer system, including but not limited to hardware or software;
- (g) the functioning or malfunctioning of the Internet or similar facility, or of any internet address, website or similar facility;
- (h) any infringement, whether intentional or unintentional, of any intellectual property rights (including but not limited to trademark, copyright or patent).

Subject otherwise to the terms, conditions and exclusions of the Policy.

Electromagnetic Field Exclusion

In no case shall this Policy cover any loss, damage, injury, liability, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by exposure to electric, magnetic, or electromagnetic fields or radiation, radio waves, or noise however caused or generated.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, injury, liability, cost or expense.

Electronic Data Endorsement

1. Electronic Data Exclusion

1.1 Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

1.1.1 This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1.1.2 ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment;

1.1.3 COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

2. Electronic Data Processing Media Valuation

2.1 Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

2.1.1 Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

Electronic Date Recognition Clause

This Policy is hereby amended as follows:

A. The Company will not pay for any liability, loss, damage, or expense directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:

- (1) correctly recognize any date as its true calendar date;
- (2) capture, save or retain &/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date &/or;
- (3) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

B. It is further understood that the Company will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

C. It is further understood that the Company will not pay for damage or consequential loss arising from the failure, inadequacy, described in A above.

Such liability, loss, damage, or expense described in A, B or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

Existing and Deliberate Damage Exclusions

The Company will not pay for loss, damage, bodily injury, expenses or legal liability:

- (a) occurring before cover starts or arising from an event before cover starts;
- (b) caused deliberately by the Insured or employees of the Insured or authorized representatives of the Insured.

Indirect Loss or Damage Exclusion

The Company will not pay for any loss, damage, bodily injury, expenses, or legal liability that is not directly associated with the incident that caused the Insured to claim, unless expressly stated in this contract of Insurance.

Industries, Seepage, Pollution and Contamination Clause

This insurance does not cover any liability in respect of:

- (1) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination;
- (2) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances;
- (3) fines, penalties, punitive or exemplary damages.

Infectious Disease Exclusion Clause

Notwithstanding any provision to the contrary, this Policy is not liable for and excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following - including any fear or threat thereof, whether actual or perceived:

- (1) Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
- (2) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or coronavirus disease (COVID-19), including any mutation or variation thereof; or
- (3) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

If the Company alleges that, by reason of this exclusion, any amount is not covered by this agreement, the burden of proving the contrary shall rest on the Insured.

Institute Chemical, Biological, Bio-Chemical, Electromagnetic Weapons and Cyber Attack Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to, by or arising from:

- (1) any chemical, biological, biochemical or electromagnetic weapon;
- (2) the use or operation, as a means for inflicting harm of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

IT 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, corruption or deformation of the original structure.

Consequently, the following are excluded from this Policy:

- A. Loss of 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, which is the direct consequence of insured physical damage to the substance of property shall be covered.

- B. 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.

Political Risk Exclusion

It is agreed that this insurance excludes loss, damage, bodily injury, cost, expense or legal liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with the following regardless of any other cause or event contributing concurrently to or subsequent to the occurrence of the loss:

“Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property 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 property is situated; seizure or destruction under quarantine or customs regulation.”

This endorsement also excludes loss, damage, bodily injury, cost, expense or legal liability 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 the above.

If the Company alleges that by reason for this exclusion, any loss, damage, bodily injury, cost, expense or legal liability is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

Pure Financial Loss Exclusion

Notwithstanding anything herein to the contrary, it is hereby agreed and understood that this Policy excludes all liability for pure financial loss not consequent upon death, injury, illness, or disease, or loss of or damage to tangible property.

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

Radioactive Contamination and Nuclear Assemblies Exclusion

The Company will not pay for loss, damage, bodily injury, expenses, or legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:

- (1) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Sanction Limitation and Exclusion

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the Philippines, European Union, United Kingdom or United States of America.

War & Terrorism Exclusions

The Company will not pay for any loss, damage, bodily injury, expenses or legal liability directly or indirectly occasioned by, happening through or in consequence of:

- (1) war, invasion, acts of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, martial law, military or popular rising rebellion, revolution, insurrection, military or usurped power;
- (2) confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; and
- (3) any act of terrorism.

An act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group 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 widespread and extraordinary panic and fear. The term "terrorism" shall also include the definition as provided under Republic Act No. 11479 or "The Anti-Terrorism Act of 2020."

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.

In any action, suit or other proceedings 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.