

## **PUV PASSENGER PERSONAL ACCIDENT INSURANCE MASTER POLICY NO. \_\_\_\_\_**

This Master Policy is issued for and in behalf of individual-applicant franchise holders, hereinafter called "Certificate Holder" and lodged with the Land Transportation Franchising Regulatory Board.

NOW THIS POLICY WITNESSETH THAT, subject to the payment by the Certificate Holder of the premium, the Company hereby insures the unnamed passengers of the covered public utility vehicle owned and/or operated by the Certificate Holder against loss covered by this policy, subject to and in accordance with the exceptions, limitations, provisions and form herein contained.

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

IN WITNESS WHEREOF, a duly authorized officer of the Company has set his hand hereunto in \_\_\_\_\_ Philippines this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Documentary stamps to the value stated above have been properly affixed and cancelled on the duplicate copy of this policy.

### **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 policyholder relating to insurance matters.

**UCPB GENERAL INSURANCE CO., INC.**

REPUBLIC OF THE PHILIPPINE  
DEPARTMENT OF FINANCE  
INSURANCE COMMISSIONER  
Authorized Signatory, Manila  
**APPROVED**

UNDER THE PROVISION OF SEC. 226 OF PRESIDENTIAL  
DECREE NO. 1460 OTHERWISE KNOWN AS THE INSURANCE  
CODE OF 1978.

  
OK  
INSURANCE COMMISSIONER

## PART I. DEFINITIONS

"Certificate of Cover" wherever used in this policy shall mean the document issued by the Insurer to the Certificate Holder for each vehicle covered hereunder evidencing insurance coverage of the passenger and showing the abstract of the most important provisions of the insurance contract.

"Certificate Holder" wherever used in this policy shall mean the LTFRB registered Land Based Public Utility Vehicle Owner of the vehicle covered hereunder stated in the Certificate of Cover.

"Covered Vehicle" wherever used in this policy shall mean the motor vehicle described in the Certificate of Cover, which must be duly licensed for road use as a public conveyance for the carriage of passengers or cargo, or both.

"Passenger" wherever used in this policy shall mean any person, including the driver and the conductor while boarding, alighting, riding in or disembarking the covered Vehicle..

"Authorized Seating Capacity" wherever used in this policy shall mean the authorized seating capacity of the Covered Vehicle, as specified in the Certificate of Public Convenience (CPC) issued by LTFRB. The coverage, however, of this policy extends to all passengers being transported by the Covered Vehicle even in the excess of the authorized seating capacity. However, in case of a claim involving more than the vehicle's authorized capacity, the claims settlement shall be applied on a pro rata basis.

"Certificate of Public Convenience (CPC)" refers to an authority granted to a sole proprietor, partnership, cooperatives, corporation, association to provide carrying of passengers service over a specified area or route, and leaving to it the flexibility to deploy vehicle to perform such service.

"Injury" wherever used in this policy shall mean accidental bodily injury occurring while the passenger is boarding, riding in or alighting from the Insured Vehicle.

"Physician" wherever used in this policy means a person legally licensed to practice medicine and surgery other than the Certificate Holder or a member of the Certificate Holder's immediate family or the injured passenger or a member of his immediate family.

"Hospital" wherever used in this policy means an establishment which meets all of the following requirements: (1) holds a license as a hospital, if licensing is required in the country or governmental jurisdiction; (2) operates primarily for the reception, care and treatment of the sick, ailing or injured persons as in-patients; (3) provides 24 hour a day nursing service by registered or graduate nurses; (4) has a staff of one or more physicians available at all times; (5) provides organized facilities for diagnosis and major surgical procedures; (6) is not primarily a clinic, nursing, rest or convalescent

home or similar establishment and (7) maintains x-ray equipment and operating room facilities.

"Clinic" wherever used in this policy shall mean any licensed establishment authorized by the department of Health to provide immediate medical care and is operated by a duly licensed physician with a registered nursing staff.

"Ambulance Service" wherever used in this policy means service provided by an establishment which holds a license as such from the governmental authority concerned and is connected with or has access to the service of a hospital.

"Document" wherever used in this policy shall mean any or all of the following

- |                            |   |
|----------------------------|---|
| For Death Claims:          | (a) Police Report<br>(b) Death Certificate<br>(c) Proof of Beneficiaries (marriage contract, birth certificate, etc.)<br>(d) Certificate of Cover<br>(e) Official Receipts of Premium Payment |
| For Medical Reimbursement: | (a) Police Report<br>(b) Doctors Report<br>(c) Original Medical Receipts or Bills or Statement of Accounts<br>(d) Certificate of Cover<br>(e) Official Receipts of Premium Payment            |

## PART II. BENEFITS

1. Accidental Death and Dismemberment. When injury results in any of the following losses within 180 days after the date of the accident, the Company will pay for:

BENEFITS PER PASSENGER	MAXIMUM AMOUNT
a. Accidental Death	PHP 150,000.00
b. Permanent Total Disability	75,000.00
c. Loss of two or more limbs	75,000.00
d. Total and irrevocable loss of sight in both eyes	75,000.00
e. Dismemberment in one limb	30,000.00
f. Total and irrevocable loss of sight in one eye	30,000.00

g. Medical treatment (without need of receipts)	5,000.00
h. Maximum Medical Treatment (receipts needed, except items a-e)	15,000.00
i. Loss of arm, at or above elbow	42,000.00
j. Loss of both hands or all fingers and both thumbs	60,000.00
k. Loss of arm between elbow and wrist	30,000.00
l. Loss of hand	25,500.00
m. Loss of four fingers	25,500.00
n. Loss of one thumb	18,000.00
o. Loss of index finger	9,000.00
p. Loss of middle finger	6,000.00
q. Loss of ring finger	3,000.00
r. Loss of little finger	3,000.00
s. Loss of metacarpals	2,400.00
1 <sup>st</sup> or 2 <sup>nd</sup> additional	1,800.00
3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup>	1,200.00
t. Loss of leg above the knee	36,000.00
u. Loss of leg below the knee	30,000.00
v. Loss of one foot	30,000.00
w. Loss of big toe	3,000.00
x. Loss of all toes in one foot	9,000.00
y. Loss of any toe other than the big toe	600.00
z. Loss of hearing for both ears	30,000.00
aa. Loss of hearing for one ear	4,200.00
ab. Burial assistance for the driver at the time of accident	10,000.00
ac. Burial assistance for the conductor at the time of accident	10,000.00
ad. One time educational assistance for one child of the deceased driver	5,000.00
ae. One time educational assistance for one child of the deceased conductor	5,000.00
af. Casket for the driver at the time of accident	5,000.00
ag. Casket for the conductor at the time of accident	5,000.00
ah. Ambulance assistance	5,000.00

"Loss" wherever used in this policy with reference to hand or foot shall mean the complete and permanent severance at or above the wrist or ankle joint, and as used with reference to eyes, shall mean the entire and irrevocable loss of sight. Indemnity under Benefit A to aa will not be paid under any circumstances for more than one of the losses, the greatest loss sustained by any one passenger as the result of any one accident shall be payable.

The benefits payable under this provision are in addition to whatever other benefits the passenger may be entitled to from other sources, such as those from the Compulsory Third Party Liability Insurance, SSS, GSIS, Workmen's

Compensation and other insurances. But in no case shall the benefits payable exceed the limits of liability defined in Part IV of this master policy.

2. Accidental Medical Expenses Reimbursement when by reason of injury, the passenger shall require medical treatment by a legally qualified physician or surgeon, confinement in a hospital, the employment of a licensed or graduate nurse, the Company will pay the actual expenses incurred within 180 days from the date of accident the actual expenses incurred but not to exceed Php15,000.00 per passenger as a result of any one accident.

3. Bail Bond

The Company's liability under this benefit is limited only to the cost of actual premium of the required bail bond with the maximum amount of Php30,000.00 procured by the driver from a Bonding/Surety Company to secure his temporary release from custody pursuant to a criminal complaint filed by the victim/s of an accident involving the covered vehicle.

Payment and/or reimbursement of the said actual cost of bond premium shall be made by the Company to the driver upon submission of the Official Receipt of premium payment issued by the Bonding/Surety Company.

4. Legal Assistance Services

The Company under this benefit undertakes to pay and/or reimburse the covered driver for legal expenses in the maximum amount of Php10,000.00 for attorney's fees and other necessary legal services incurred for his defense in connection with any criminal complaint filed by the victim/s of accident involving the covered vehicle.

Payment or reimbursement of the said maximum amount of Php10,000.00 to the driver shall be made by the Company upon submission of Official Receipt issued by the attending lawyer.

Insurance coverage under the PPAIP shall be "ALL RISK-NO FAULT". This concept of "All Risk-No Fault" shall apply to all authorized PUVs even if:

- a. The cause of the accident is mechanical failure of the insured vehicle;
- b. The proximate cause is due to negligence, fault of the driver of other vehicle or mechanical failure of the latter or due to force majeure or acts of God;
- c. The Enrolled Driver of the Covered vehicle at the time of the accident is:
  - c.1. Unauthorized;

- c.2. Under the influence of liquor;
  - c.3. Under the influence of legal or prohibited drugs;
  - c.4. Reckless or Negligent.
- d. There is violation of authorized route of the covered vehicle;
  - e. There exists the incidence of unprovoked homicide, murder and/or assault, including holdup and kidnapping incident;
  - f. Persons or passengers are boarding or disembarking from the covered vehicle or immediately thereafter;
  - g. There is a change of ownership of the covered vehicle, provided that the vehicle shall retain its status as an authorized public utility vehicle; and

### PART III. EXCLUSIONS

This policy will not cover any loss or expense caused by or resulting from:

- 1. Intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
- 2. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, strike civil war, rebellion, revolution, insurrection, conspiracy, military or usurped power, martial law or state of siege seizure, quarantine or customs regulation or nationalization by or under the order of any government or public or local authority or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war;
- 3. Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound);
- 4. Any kind of sickness or disease;
- 5. Congenital anomalies and conditions arising therefrom; dental care or surgery except when necessary in the treatment of a covered injury;
- 6. Cosmetic or plastic surgery except when necessary in the treatment of a covered injury;
- 7. Medical or surgical treatment (except such as may be necessary solely by injuries covered by this policy and performed within the time provided in the policy);

8. Any loss or expenses in which a proximate cause was the Passenger's attempted commission of a willful participation in any crime punishable under the Revised Penal Code of the Philippines except crimes of reckless imprudence as defined in Act 365 or under similar laws of any country in which the crime is attempted, or resistance to lawful arrest;
9. Any accident occurring outside the Republic of the Philippines;

#### **IV. LIMITS OF LIABILITY**

Under any circumstances, the aggregate limit of the Company under this policy for any one accident shall be as follows:

##### **DEATH BENEFITS**

(Php150,000.00 per passenger)

	NO. OF PASSENGER	AGREED COVER
Provincial Buses/Tourist Buses/Mini-Buses	56 (Authorized Seating Capacity)	Php8,400,000.00
Metro City Buses/Mini Buses	56 (Authorized Seating) Capacity	8,400,000.00
School Buses/Shuttle Buses	56 (Authorized Seating Capacity)	8,400,000.00
Jeepneys	15 (Authorized Seating Capacity)	2,250,000.00
AUV's, School Service Vans and other vehicles similar seating	9 (Authorized Seating Capacity)	1,350,000.00
Sedans	5 (Authorized Seating Capacity)	750,000.00
Trucks for hire	3 (Authorized Seating Capacity)	450,000.00

##### Medical Reimbursement

(Php15,000.00 per passenger)

VEHICLE'S CATEGORY	NO. OF PASSENGER	AGREED COVER
Provincial Buses/Tourist Buses/Mini-Buses	56 (Authorized Seating Capacity)	Php840,000.00

Metro City Buses/Mini Buses	56 (Authorized Seating) Capacity)	840,000,000
School Buses/Shuttle Buses	56 (Authorized Seating Capacity)	840,000.00
Jeepneys	15 (Authorized Seating Capacity)	225,000.00
AUV's, School Service Vans and other vehicles similar seating	9 (Authorized Seating Capacity)	135,000.00
Sedans	5 (Authorized Seating Capacity)	75,000.00
Trucks for hire	3 (Authorized Seating Capacity)	45,000.00

## V. POLICY CONDITIONS

1. ENTIRE CONTRACT. The policy, together with the endorsements, if any, and certificates of cover constitute the entire contract of insurance.
2. REINSTATEMENT OF POLICY. If default be made in the payment of the agreed premium for this policy, the subsequent acceptance of the premium by the Company or by any of its duly authorized agents shall reinstate the policy or insurance coverage of passengers of the Certificate Holder, but only to cover injury thereafter sustained.
3. TIME OF NOTICE OF CLAIM. The Certificate Holder must give notice of claim to the Company within 15 and 30 days for Metro Manila and Outside Manila, respectively, after the injury causing any loss covered under this policy.
4. SUFFICIENCY OF NOTICE. Such notice by or on behalf of the Certificate Holder, given to the Company with particulars sufficient to identify the Certificate Holder, shall be deemed to be a notice to the Company. Failure to give notice within the time frame provided for in this policy shall not be a basis for denying a claim filed against the policy that the notice was given as soon as was reasonably possible.
5. FORMS OF PROOF OF LOSS. The Company upon receipt of a notice of claim will furnish to the claimant such forms as are usually required by the Company for filing proofs of loss. If such forms are not furnished by the Company within fifteen (15) days after its 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, claims documentary requirements as indicated in this Policy and Certificate of Cover and other written proofs covering the occurrence, character and extent of loss for which the claim is made.

6. TIME FOR FILING PROOF OF LOSS. Completed claim forms and written proofs of loss must be furnished to the Company within ninety (90) days after the date of such loss. Failure to furnish such proof within the time period required shall not invalidate nor reduce any claim if it shall be shown that it was not reasonably possible to give proof within such time and that the same was given as soon as it was reasonably possible.
7. MEDICAL EXAMINATION. The Company shall have the right and opportunity to examine the person of the injured passenger when and as often as it may reasonably require during the pendency of any claim hereunder and also the right and opportunity to make autopsy in case of death where it is not forbidden by law.
8. PAYMENT OF LOSS OF INDEMNITY. The amount of any loss or damage for which the Company may be liable under this policy shall be paid within seven (7) working days after the proof of loss is received by the Company and ascertainment that the loss or damage is compensable under the Policy.
9. TO WHOM INDEMNITIES ARE PAYABLE. Indemnity for loss of life of the passenger is payable to the passenger(s) or beneficiary(ies) except when the Certificate Holder can show proof that it/he/she has advanced the claims of the passenger victim(s) or beneficiary(ies).
10. MEDIATION CLAUSE. In the event of any controversy or claim arising out of or relating to this contract, or breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the Insurance Commission or any recognized mediation institution under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure.
11. LIMITATION OF TIME BRINGING SUIT. If a claim has been made and rejected and an action or suit is not commenced either in the Insurance Commission or any Court of competent jurisdiction within one (1) year from receipt of notice of such rejection or in case of Arbitration taking place as provided herein within one (1) year 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.
12. CANCELLATION CLAUSE. This policy shall not be cancelled by or on behalf of the Company except in accordance with and pursuant to the provisions of Sections 64 and 65 of the Insurance Code. In the event of such cancellation, the Company shall refund the paid premium less the earned portion thereof to the Certificate Holder. Likewise, this policy may be cancelled on the short rate basis set forth in the Short Period Rate Scale at the request of the Certificate Holder.

## SHORT PERIOD RATE SCALE

The following rates shall apply to policies issued or renewed for less than one year and shall also be used in calculating return premiums on policies cancelled by the Certificate Holder

1 month	20% of the Annual Rate
2 months	30% of the Annual Rate
3 months	40% of the Annual Rate
4 months	50% of the Annual Rate
5 months	60% of the Annual Rate
6 months	70% of the Annual Rate
7 months	75% of the Annual Rate
8 months	80% of the Annual Rate
9 months	85% of the Annual Rate
10 months	90% of the Annual Rate
11 months	95% of the Annual Rate

13. ASSIGNMENT. No assignment of interest under this policy shall be binding upon the Company unless and until the original or duplicate is filed at the Home Office. The Company does not assume any responsibility for the validity of an assignment. No provision of the charter, constitution or by-laws of this Company shall be used in defense of any claim under this policy, unless such provision is incorporated in full in this policy.
14. RENEWAL CLAUSE. The Certificate Holder shall be entitled to renew this policy upon payment of the premium due on the effective date of the renewal unless the company gives notice to the Policyholder either by mail or delivered to the Certificate Holder at the address shown in the policy at least forty five (45) days in advance at the end of the policy period of its intention not to renew the policy or to condition its renewal upon reduction of limits or elimination of coverages.
15. CHANGES. 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 to form part of this policy.
16. RECEIPT OF PAYMENT CLAUSE. Except only in those specific areas where corresponding rules and regulation which are now may hereafter be in force provide for the payment of the stipulated premium in period of 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 premium therefore has actually been paid and duly acknowledged in a receipt signed by an authorized officer or agent of the Company.

## **CIVIL CODE 1250 WAIVER CLAUSE**

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

In case of 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.

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**UCPB General Insurance Co., Inc.**

VAT. Ref. T.I. N 000-432-798-000

5<sup>th</sup> Floor UCPB Building, 7907 Makati Avenue, Makati City 1200 Philippines  
MCPO Box No. 1009; Tel No. (632)811-1788; Fax No. (632)811-3333; Customer Service Center (632)811-8329  
Email: ucpbgen@ucpbgen.com; Website: www.ucpbgen.com

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PASSENGER PERSONAL ACCIDENT INSURANCE FOR PUBLIC UTILITY VEHICLES		UCPB GEN LOGO																																																																																																	
<p style="text-align: center;">UCPB General Insurance Co., Inc. 5/F UCPB Building, 7907 Makati Avenue Makati City 1200 Philippines</p> <p>With other participating insurance companies</p>		<p style="text-align: center;"><b>CERTIFICATE OF COVER</b></p> <p style="text-align: center;">Land Transportation Operators Vehicles</p> <table border="1"> <tr> <td>Region Code</td> <td>COC NO.</td> </tr> </table>		Region Code	COC NO.																																																																																														
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<p><b>NAME OF CERTIFICATE HOLDER:</b></p> <p><b>Address:</b></p> <p><b>Period of Insurance:</b> From 12:00 Noon</p> <p><b>To:</b> 12:00 Noon</p> <p><b>Make:</b></p> <p><b>Model:</b> MOTOR VEHICLE OF THE PHILIPPINES</p> <p><b>Serial/Chassis No.:</b> [ ]</p> <p><b>Plate No.:</b> [ ]</p> <p><b>Vehicle Category:</b> MEDIUM PASSENGER VEHICLE</p> <p><b>Authentication No.:</b> LTFRB Case No. MANILA</p>																																																																																																			
<p>This Certificate of Cover is evidence of the coverage under policy of insurance required under <b>Land Transportation Franchising and Regulatory Board (LTFRB)</b> which can be viewed/downloaded in the website of the Company/LTFRB. Subject to the Schedule of Indemnities shown at the back hereof and the terms and conditions of the policy insurance.</p> <p><b>UNDER THE PROVISION OF SEC. 226 OF THE INSURANCE CODE OF 1978.</b></p>																																																																																																			
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e.	Dismemberment in one limb	30,000.00	u.	Loss of metacarpals	3,000.00	v.	1st or 2nd additional	5,000.00	5,000.00																																																																																										
f.	Total and irrevocable loss of sight in one eye	30,000.00	w.	Loss of metacarpals	2,400.00	x.	3rd, 4th and 5th	ae.	One time educational assistance for one child of the deceased conductor																																																																																										
g.	Medical treatment (without need of receipts)	5,000.00	y.	Loss of metacarpals	1,800.00	z.	3rd, 4th and 5th	1,200.00	5,000.00																																																																																										
h.	Maximum medical	30,000.00	t.	Loss or leg above the knee	30,000.00																																																																																														
<p><b>BACK</b></p>																																																																																																			

	Treatment (receipts needed except items a-f)	15,000.00	u. Loss of leg below the knee	30,000.00	af	Casket for the driver	5,000.00
i.	Loss of arm, at or above elbow	42,000.00	v. Loss of one foot	30,000.00	ag	Casket for the conductor	5,000.00
j.	Loss of both hands or all fingers and both thumbs	60,000.00	w. Loss of big toe	3,000.00	ah	Ambulance Assistance	5,000.00
k.	Loss of arm between elbow and wrist	30,000.00	x. Loss of all toes in one foot	9,000.00	2	Accidental Medical Expenses	15,000.00
			y. Loss of any toe other than the big toe	600.00	3	Reimbursement	30,000.00
			z. Loss of hearing for both ears	30,000.00	4	Legal Assistance Services	10,000.00
			aa. Loss or hearing for one ear	4,200.00			
<b>AGGREGATE LIMIT OF LIABILITY</b>							
<b>VEHICLE'S CATEGORY</b>							
Provincial Buses/Tourist Buses/Mini-Buses	NO. OF PASSENGERS	56	DEATH <b>(Php150,000.00/passenger)</b>	Php8,400,000.00	MEDICAL REIMBURSEMENT <b>(Php15,000.00/passenger)</b>	Php840,000.00	
Metro City Buses/Mini Buses		56 (Authorized Seating Capacity)		Php8,400,000.00		Php840,000.00	
School Buses/Shuttle Buses		56 (Authorized Seating Capacity)		Php8,400,000.00		Php840,000.00	
Jeepneys		15 (Authorized Seating Capacity)		Php2,250,000.00		Php225,000.00	
AUV's/ School Service Vans/and other vehicles with similar seating		9 (Authorized Seating Capacity)		Php1,350,000.00		Php135,000.00	
Sedans		5 (Authorized Seating Capacity)		Php750,000.00		Php75,000.00	
Trucks		3 (Authorized Seating Capacity)		Php450,000.00		Php45,000.00	
<b>CLAIMS REQUIREMENT(S)</b>							
<b>DEATH CLAIMS</b>							
Police Report	MEDICAL REIMBURSEMENT CLAIMS		<b>IN CASE OF A CLAIM, PLEASE CONTACT</b>				
Death Certificate			Head Office:	(632)654-4126			
Proof of Beneficiaries			Claims Department:	0922-8007264			
(Marriage Contract/Birth Certificate/etc.)			Operations Department:	0918-9032166			
Certificate of Cover			Email:	intoclaims@pami.ph			
O.R. of Premium Payment							
<b>TIME OF NOTICE OF CLAIM:</b>							
The Certificate Holder MUST give notice of claim to the Company within 15 and 30 days for Metro Manila and Outside Metro Manila, respectively, after the injury causing any loss covered under this policy.							