

PERSONAL ACCIDENT 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 or damage 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") for the insurance defined herein and has paid the Premium stated in the Schedule as consideration for such insurance.

THE COMPANY agrees, subject to the terms, conditions and exceptions contained herein or endorsed hereon to indemnify or compensate the Insured as hereinafter provided.

INSURING CONDITION

If during the Operative Time in any Period of Insurance the Insured Person shall suffer accidental bodily injury which shall independently of any other cause result within one (1) year in the Death, Disablement or incurring of Medical Expenses for which the Benefit is claimed, the Company will pay the appropriate benefit to the Insured or any Beneficiary named in the Schedule.

SCHEDULE OF BENEFITS

BENEFITS	COMPENSATION
1. Death	The Lump Sum benefit specified in the Schedule
2. Permanent Total/ Partial Disablement	A sum equal to a percentage of the Lump Sum benefit specified in the Schedule. The percentage payable is shown below against each benefit, but not exceeding in all 100% for any one Insured Person.
A. Loss of two or more limbs or both eyes	100%
B. Permanent Total Disablement other than 2A from gainful employment of any and every kind	100%
C. Loss of one limb or one eye	70%
D. Loss of hearing - both ears - one ear	75% 35%
E. Loss of speech	50%
F. Loss of thumb	30%
G. Loss of index finger	15%
H. Loss of middle finger	10%
I. Loss of ring or little finger	5%
J. Loss of big toe	10%
K. Loss of each other toe	2%
3. Temporary disablement from engaging in or attending to usual employment or occupation	The Weekly Benefit specified in the Schedule for a maximum of 104 weeks in all not necessarily consecutive
4. Medical Expenses necessarily Incurred in the treatment of the Insured Person	Reimbursement up to the Lump Sum benefit specified in the Schedule

Compensation Limits in respect of any one (1) Insured Person.

- Lump Sum benefit shall not be payable for:
 - Death in addition to any Permanent Loss or Disablement if caused by the same injury, except that if a payment has been made under any part of Permanent Loss or Disablement and Death occurs subsequently solely caused by and within 104 weeks of the injury, then in the event that the Compensation payable for Death is greater than has been paid for Permanent Loss or Disablement the Company will pay the difference.
 - More than 100% in aggregate for any or all of Permanent Loss or Disablement.
 - Permanent Disablement until one (1) year after the happening of the injury.
- Lump Sum Benefit payable for Death and Permanent Disablement shall be reduced by the amount of any weekly benefit paid under Temporary Disablement from engaging in or attending to usual employment or occupation.

3. Weekly Benefit shall not be payable for any period of time subsequent to the death of the Insured Person.

EXCEPTIONS

The Company shall not be liable in respect of:

1. Bodily Injury sustained:
 - a) while the Insured Person is engaging in (or practicing for or taking part in training peculiar to) any of the Excluded Activities; by any person before such person attains the age of eighteen (18) or after the expiry of the Period of Insurance during which such person attains the age of sixty-five (65);
 - b) and consequent upon the Insured Person committing or attempting to commit suicide or willfully exposing himself to needless peril except in an attempt to save human life; war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, the Insured engaging or involving in military or para-military activities; active or direct participation in strike, riot and civil commotion; any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war; travel in aircraft other than one licensed for public passenger service and operated by a regular airline on a published scheduled flight over a regular air router between two (2) definitely established airports and in which the Insured Person is traveling as a fare-paying passenger.
2. Bodily Injury or Death Disablement or Medical Expenses consequent upon or contributed to by the Insured Person: a) having taken a drug unless the Insured proves that the drug was taken in accordance with proper medical prescription and directions and not for treatment of drug addiction; b) Suffering from pre-existing physical or mental defect or infirmity which had not been declared to and accepted in writing by the Company; and c) while under the influence of alcohol unless it can be established that alcohol was not a factor contributing to the happening of the injury.
3. Death, Disablement or Medical Expenses consequent upon or contributed to by the Insured Person being pregnant or suffering from sickness or disease not resulting from bodily injury or suffering from bodily injury due to a gradually operating cause.
4. Murder and Assault.
5. Riding or driving in any kind of race.
6. The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
7. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.

DEFINITIONS

Bodily Injury	identifiable physical injury which: is caused by an Accident, and solely and independently of any other cause, except sickness directly resulting from or medical or surgical treatment necessary by such injury, causes the death or disablement of the Insured within twelve (12) months from the date of Accident
Accident	a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance
Temporary Total Disablement	disablement which entirely prevents the Insured from attending to their business or occupation
Permanent Total Disablement	disablement which entirely prevents the Insured from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve (12) months and at the end of the period is beyond hope of improvement
Accident Medical Reimbursement	the reimbursable Medical expenses incurred, in relation to Bodily Injury sustained in the Accident, within 365 consecutive days from the date of the Accident, subject to the Accidental Medical Reimbursement Benefit amount specified in the Policy Schedule, subject to the terms and conditions of this Policy
Medical Expense	<p>cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges.</p> <p>For the avoidance of doubt, in the event an Insured becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under this benefit, the Company will only be liable for the excess of the amount recoverable from such other source or insurance.</p>
Application Form	any signed application form and declaration and any information supplied by or on behalf of the Insured Person in addition thereto or in substitution therefore, and forms part of the policy

Climbing	mountaineering or rock or cliff climbing necessitating the use of ropes or guides
Air Travel	mounting into traveling in or dismounting from any fully licensed passenger carrying aircraft as a passenger but not as a member of the crew nor for the purpose of engaging in any trade or technical operation therein
Football	shall not include association football as an amateur
Motorcycling	shall include pillion riding
Power-Boating	the use of any combination of boat and engine capable of traveling faster than thirty knots
Racing	shall not include racing on foot
Wood-Working Machinery	shall not include portable tools applied by hand and used solely for private purposes without reward
Winter Sports	shall not include curling or skating
Wrestling	shall include judo karate and any form of unarmed combat
Loss of Limb	a) in the case of a lower limb loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; b) in the case of an upper limb loss by physical severance of at least all four fingers in their entirety or permanent total loss of use of entire arm or hand
Loss of Eye	shall include total and irrevocable loss of sight
Loss of Thumb or Finger	shall mean actual severance through or above metacarpo-phalangeal joints
Death, Disablement or Medical Expenses	as the direct result of exposure of the Insured Person to the elements shall be deemed to have been caused by accidental bodily injury
Loss of Speech	total permanent inability to communicate verbally
Lump Sum Benefits	all forms of compensation which are not payable at a rate per week

EXCLUDED ACTIVITIES

Aqualung Diving	Polo
Baseball	Power-Boating
Boxing	Racing
Climbing/Mountaineering	Skydiving
Flying except Air Travel	Snow Jumping
Football	Soccer
Hang-gliding	Use of woodworking machinery
Hunting	Water ski-jumping and tricks
Hurling	Winter Sports
Ice Hockey	Wrestling
Motor Competitions	Yachting
Motorcycling in any form	Underwater activities involving the use of compressed air or gas
Parachuting	

CONDITIONS

1. As soon as practicable and in any case within thirty (30) days after the happening of any event which may give rise to a claim, written notice shall be given to the Company.
2. All certificates, information and evidence required by the Company shall be furnished free of expense to and in the form prescribed by the Company. The Insured Person shall as often as required submit to medical examination on behalf of and at the expense of the Company in connection with any claim.
3. The Insured Person or Insured's personal representative's receipt of the benefits shall discharge the Company from all further liability to the extent of such payments. If the beneficiary comprises more than one (1) party having an interest in the Insured Person the benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by the Policy.
4.
 - a) Benefit shall not be payable in respect of anyone Insured Person under more than one Benefits 1 to 3 in connection with the same accident,
 - b) On the happening of an accident giving rise to a claim under any of the benefits 1 to 3, this Policy shall thereafter cease to apply to the Insured Person concerned.
 - c) No sum payable under this Policy shall carry interest.
 - d) No benefit shall be payable due solely to inability to take part in sports or pastimes.
5. The Company shall not be bound to accept or be affected by any notice of any trust, change, lien, assignment or other dealing with or relating to this Policy.
6. The Insured shall give notice to the Company within a reasonable time of any material change in the Business of the Insured Person's occupation or activities and shall pay any additional premium required by the Company in consequence thereof.
7. If any part of the premium or renewal premium is calculated on estimated furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall, within one (1) month after the expiry of each Period of Insurance, furnish such information as the Company may require. The premium or renewal premium shall thereupon be adjusted.
8. All differences as to the amount of any loss or damages 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 the 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 condition precedent to any liability of the Company or any right of action against the Company.
9. The due observance and fulfillment of the terms, provisions, conditions and endorsements of this Policy by the Insured in so far as they refer to anything to be done or complied with by him 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.
10. **Renewal Clause.** 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.
11. **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 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.
12. **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 the proof of loss is received by the Company and ascertain 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 paid within ninety (90) days after such receipt.
13. **Entire Contract Changes Clause.** This Policy includes the endorsements and attached papers, if any, and together with the application, the original of which is on file with the Company and a copy of which is attached hereto, constitute the entire contract of insurance. Any rider, clause, warranty or endorsement purporting to be part of the contract of insurance and which is pasted or attached to this policy is not binding on the Insured, the rider, clause, warranty or endorsement is also mentioned and written on the blank spaces provided in the policy. Unless applied for by the Insured, which countersignature shall be taken as his agreement to the contents of such rider, clause, warranty or endorsement.

14. Premium Payment. This Policy shall not be valid and binding unless and until the premium stated herein is paid and fully acknowledged in an official receipt signed by an authorized representative of the Company.

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 premium 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.

SHORT PERIOD RATE SCALE

It is hereby declared and 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 insurance contract remains in force for only:	We will retain:
1 month or less	20% of the premium
2 months	30% of the premium
3 months	40% of the premium
4 months	50% of the premium
5 months	60% of the premium
6 months	70% of the premium
7 months	75% of the premium
8 months	80% of the premium
9 months	85% of the premium
10 months	90% of the premium
11 months	95% of the premium

NUCLEAR EXCLUSION CLAUSE

1. This Policy does not cover:
 - (a) Loss or destruction of, or damage to any property whatsoever, or any loss or expense 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.
2. 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.