

**AUTO PASSENGER PERSONAL ACCIDENT 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](mailto:client_services@cocogen.com). To learn more about our products and services, please visit our website at [www.cocogen.com](http://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**

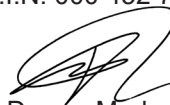
You agree that the following provision of the Civil Code of the Philippines shall not apply in determining the extent of Our liability under this insurance contract:

*"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. Darren M. de Jesus  
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 hereon and has paid 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

The Company will, subject to the limitations hereinafter provided, indemnify the non-fare-paying passengers and the authorized driver, while riding, boarding or alighting the Insured Vehicle described in the Schedule, for any accidental bodily injury sustained within 180 days from the date of accident, causing Death, Disablement including the actual medical expenses incurred for the treatment of such bodily injury, provided that such accident happens within the duration of this Policy.

In the event that the actual number of passengers at the time of the accident exceeds the maximum seating capacity of the Insured Car, the Company shall pay only that proportion of the Benefits that the maximum seating capacity bears to the actual number of passengers.

The Company will, subject to the limitations mentioned herein, likewise indemnify the owner of the Insured Vehicle, his/her spouse, and all of his legal children between the ages one (1) and twenty-one (21) and who are primarily dependent upon the Policyholder for support and maintenance for accidents mentioned above while:

- (a) getting on to or into traveling on or in getting off or out of (i) any road vehicle other than the Insured Car (excluding motorcycles) as a passenger or driver, (ii) any railway train as a passenger.
- (b) as a pedestrian in an accident involving any road vehicle (including cycles and pedal cycles) or railway train;
- (c) boarding or on board or disembarking from any passenger ship, ferryboat or hovercraft as a fare-paying passenger;
- (d) mounting into traveling in or dismounting from any fully licensed passenger carrying aircraft on a scheduled flight as fare-paying passenger.

**WARRANTY:** It is warranted the Insured shall maintain the Insured Car in efficient and roadworthy condition at all times.

### SCHEDULE OF BENEFITS

When the injury results in any of the following losses within one (1) year from the date of accident, the Company will pay for the corresponding percentages of compensation based on the Principal Sum.

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. Medical Expenses necessarily incurred in the treatment of the Insured Person.	Reimbursement up to the Lump Sum benefit specified in the Schedule.

### INTERPRETATIONS

For the purposes of this Policy:

1. Application shall mean the Application Form for this insurance signed by the Applicant/Insured, the original of which is on file with the Company and a copy thereof is attached to this Policy.
2. Occupants shall mean the driver(s) and passenger(s) of the Insured's Vehicle(s) described in the Schedule.
3. Loss of Limb shall mean: a) in case of a lower limb by physical severance at or above the ankle or permanent total loss of use of entire leg or foot; b) in case of an upper limb loss by physical severance of at least four fingers in their entirety or permanent total loss of use of an entire arm or hand.
4. Loss of Eye shall include total and irrevocable loss of sight.
5. Loss of Thumb or Finger shall mean actual severance through or above metacarpo-phalangeal joints.
6. Medical Expenses shall mean the actual cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a legally qualified physician and all hospital, nursing home and ambulance charges, as a result of a covered accident.
7. Death, Disablement or Medical Expenses as a direct result of exposure of occupant(s) to the elements shall be deemed to have been caused by accidental bodily injury.

### EXCEPTIONS

The Company shall not be liable in respect of Bodily Injury or Death, Disablement of Medical Expenses sustained:

1. while the vehicle is engaged in any race, speed or endurance test; while the vehicle is being used for compensation or hire; while the vehicle is being driven by a person who is under the influence of liquor or narcotics, or drugs unless taken in accordance with proper medical prescription and not for treatment of drug addiction; while the vehicle is being driven by a person suffering from pre-existing physical or mental defect or infirmity.
2. or consequent upon the occupants committing or attempting to commit suicide or willfully exposing the vehicle 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.
3. Murder and Assault.

## CONDITIONS

1. **Notice of Claim** - Written notice of claim must be given to the Company within thirty (30) days after the date of the accident causing such injury on which claim is based. 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 within the said limit, and the same was given as soon as reasonably possible. In the event of accidental death immediate notice thereof must be given to the Company.

Such notice is given by or in behalf of the Insured or Beneficiary, as the case maybe, to the Company or to any authorized representative of the Company, with particulars sufficient to identify the Insured, shall be deemed to be notice to the Company.

**Proof of Loss** - Affirmative proof of loss must be furnished to the Home Office of the Company within ninety (90) days after the date of such loss. Failure to furnish such proof within the time provided shall not invalidate any claim if it shall be shown not to have been reasonably possible to furnish said proof and that the same was furnished as soon as reasonably possible.

**Claim Forms** - The Company, upon receipt of a notice of a claim, will furnish to the claimant such forms as are usually required by the Company for filing proofs of loss. All certificates, information and evidence, other than the usual claim forms, which the Company may reasonably require in support of a claim shall be furnished by the Insured. If such forms are not so furnished by the Company within fifteen (15) days after receipt of such notice, the claimants shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time provided in the Policy for filing proofs of loss, written proof covering the occurrence, character and extent of loss for which claim is made.

2. When reasonably necessary during the pendency of claim hereunder, the Insured Person shall be required to submit to medical examination on behalf of and at the expense of the Company in connection with his claim.
3. The Insured Person or his 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. This however shall not affect the rights of the Insured under the contract.
4. The Company shall not bound to accept or shall not be affected by any notice of any trust, change, lien, assignment or other dealings with this Policy unless and until consent thereto is formally endorsed hereon by the authorized representative of the Company.
5. 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 only in cases of differences as to amount of liability actually arising out of this Policy.
6. **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 to condition its renewal upon reduction of limits or elimination of coverage, the Insured shall be entitled to renew the Policy upon payment of the premium due on the effective date of renewal.
7. **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 one (1) year from receipt of notice of such rejection or in the 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.

8. **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 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 sixty (60) days after such receipt. Failure to pay the loss within the time prescribed herein will entitle the Insured to collect interest on the proceeds of the Policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such failure to pay is based on the ground that the claim is fraudulent.
9. **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, unless the descriptive title or name of 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, any rider, clause, warranty or endorsement issued after the original Policy shall be countersigned by the Insured, which countersignature shall be taken as his agreement to the contents of such rider, clause, warranty or endorsement. 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 this provisions of the Insurance Code.
10. **To Whom Clause Payable** - Indemnity for loss of life of the Insured is payable to the beneficiary, if surviving the Insured, and otherwise to the estate of the Insured. All other indemnities of this Policy shall be payable to the Insured.
11. **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 official of representative of the Company.

## CANCELLATION

This Policy shall not be cancelled by or on behalf of the Company except in accordance with and pursuant to the provisions of Sections 64 and 65 of the Insurance Code. In the event of such cancellation, the Company shall refund the paid 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.