

MOTOR VEHICLE INSURANCE POLICY

WARRANTIES AND CLAUSES

(Applicable only when appearing on the Policy Schedule)

ACTS OF NATURE ENDORSEMENT

In consideration of the payment of additional premium, it is hereby understood and agreed that loss and damage directly attributable to Flood, Typhoon, Hurricane, Volcanic Eruption, Earthquake or other convulsion of nature are covered subject to the limits of liability stated in the Policy Schedule.

AIR BAG CLAUSE

The Company will pay and/or replace the airbags including the cost of re-installation following its deployment or discharge consequent upon sudden and accidental impact to the Scheduled Vehicle provided that due to such impact the said vehicle sustained damages that are compensable under Section III of the Policy.

The Company, however, will not pay for claims in respect of damage to the airbags nor the cost of its reinstallation as a result of the following:

1. Faulty design, manufacture, or installation regardless of whether the Scheduled Vehicle is damaged at the same time.
2. Discharge or deployment of airbags while the Scheduled Vehicle is undergoing repairs.

AUTO PASSENGER PERSONAL ACCIDENT ENDORSEMENT

In consideration of the payment of an additional premium, it is hereby declared and agreed that the Company undertakes to pay compensation on the scale provided below for bodily injury as herein after defined, sustained by the passengers, including the driver of the Motor Vehicle herein Insured while driving, mounting into, dismounting from or traveling in the Motor Vehicle, and caused by violent accidental external and visible means which independently of any other cause subject to the provisions, exclusions and coverages as hereinafter defined and contained, shall within six (6) calendar months of the occurrence of such injury result in:

I. Loss of Life Accident Indemnity

Scale of Compensation per Person

	Limit per Person
Death	100% of Principal Sum
Total and irrevocable loss of all sight in both eyes	100% of Principal Sum
Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with total and irrevocable loss of all sight to one eye	100% of Principal Sum
Total loss by physical severance at or above the wrist or ankle of both hands or both feet or one hand together with one foot	100% of Principal Sum
Total and irrevocable loss of all sight in one eye	50% of Principal Sum
Total loss by physical severance at or above the wrist or ankle of one hand or one foot	50% of Principal Sum

II. Medical Expenses Reimbursement

When by reason of injury, the Insured shall require treatment by a legally qualified Physician or Surgeon, confinement in a hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expense incurred within fifty-two (52) weeks from the date of the accident for such treatment by a Physician, hospital charges and nurses' fees, but not to exceed the sum or limits of liability as stated below in the Policy Schedule as a result of any one accident.

Provided always that:

1. Compensation shall be payable under only one of items (1) to (6) above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the principal sum in respect of any such person.

2. No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury, suicide (whether felonious or not) or attempted suicide, or wilfully exposing the vehicle to needless perils, physical defect or infirmity, or (b) an accident happening whilst such a person is under the influence of intoxicating liquor or drugs, or (c) while the vehicle is engaged in any race, speed or endurance tests.
3. Such compensation shall be payable only with the approval of the Insured directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person.
4. If at the time of the accident, the number of passengers exceeds the maximum authorized seating capacity declared, the Company shall not be liable for all expenses incidental to such accident involving excess passengers.
5. Medical expenses shall be 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.

DRUNKEN DRIVERS CLAUSE

This Policy is inoperative when the driver of the Scheduled Vehicle is found to be under the influence of liquor or of alcoholic breath without prejudice to the No Fault Indemnity Provision under Section II.

MOTOR CAR ACCESSORY CLAUSE

Notwithstanding anything contained herein to the contrary the insurance under Section III (Loss or Damage) of this Policy shall include loss or damage to the accessory/ies declared in the Policy Schedule installed in and/or standard to the make/model of the Scheduled Vehicle but should not be more than the value set after each particular accessory.

The Policy does not cover any accessory whether standard or not to the make/model of the insured vehicle unless such accessory is one of those declared in the Policy schedule.

NON CASA OR NON DEALER REPAIR SHOP CLAUSE

This clause applies to vehicles seven (7) years old and above from the date of original purchase of the vehicle. In case of damage to the Scheduled Vehicle or its accessories or spare parts Insured hereon, claim settlement shall be based on the reasonable cost of repair or installation of the same at any Gawa Agad shop accredited with UCPB General Insurance Company, Inc. at the time of loss.”.

IMPORTATION CLAUSE

In the event of loss or damage to the Scheduled Vehicle or its accessories or spare parts necessitating the supply of parts/ accessories, or in the event of the Company exercising the option to pay in cash the amount of loss or damage, the liability of the Company, in respect of any such part/accessory shall be limited to the tax free value of such part/accessory plus the reasonable cost of fitting such part/accessory.

Likewise, all freight charges, duties and taxes thereof shall be for the account of the Insured.

MORTGAGEE CLAUSE

Loss and/or damage, if any under this Policy is payable to the mortgagee stated in the Policy Schedule as its interest may appear subject to the terms and conditions of this Policy. This Policy or any renewals thereof shall not be cancelled without any prior written notification and conformity of the mortgagee stated herein. Except, as herein varied, all other terms and conditions on this Policy remain the same.

