



ROBBERY INSURANCE POLICY BUSINESS PREMISES

WHEREAS the Insured by a proposal which is the basis of this Contract and is made part hereof has applied to **UCPB GENERAL INS. COMPANY, 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 exclusions limits and conditions contained herein endorsed hereon that if during any Period of Indemnity:

- (a) the property or any part thereof while on the premises shall be lost or damaged:
 - i. as the result of theft accompanied by an actual forcible or violent entry or exit from the premises or any attempt threat
 - ii. following assault or violence or threat thereof to the Insured or any employee of the Insured:
- (b) the insured shall bear any damage to the premises as a result of robbery or housebreaking or any attempt thereat.

Then the company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage.

LIMITS OF LIABILITY

The liability of the Company under this Policy during any period of Indemnify shall not exceed:

- (a) in respect of any one item of the Property the sum set opposite thereto
- (b) in respect of damage to the Premises the actual cost of the repair but not to exceed Php 5,000.00

EXCEPTIONS

The Company shall not be liable in respect of:

- (1) loss or damage
 - (a) of or to deeds, bonds, bills of exchange, promissory notes, cheques, money or securities for money, coins, medals, stamps, stamp collections, jewelry, watches, furs, precious metals and/or stones or articles composed of any of them, documents of title to property, contracts or other documents, business books, computer systems records, manuscripts, curios, sculptures, rare books, plans, patterns, moulds, models or designs unless specifically mentioned as insured hereunder;
 - (b) occasioned by any person lawfully in the premises or directly or indirectly caused or brought about by or with the connivance of any inmate or member of the Insured's household or business staff or any servant of the Insured;
 - (c) upon the occasion of or consequent upon fire or explosion or loss or damage which can be insured by a Fire or Plate Glass Insurance Policy;
 - (d) of or to the Property while in the open.
 - (e) any consequences of flood, typhoon, hurricane, windstorm, volcanic eruption, subterranean fire, earthquake or other convulsions of nature, war, invasion, act of foreign

enemy, hostilities (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection or military or usurped power, riots or strikes, military or popular uprising, or loot, sack or pillage in connection therewith.

- (2) loss or damage happening whilst the premises are left uninhabited by day or night for a longer period than seven consecutive days or nights.

CONDITION OF AVERAGE

If the Property covered shall at the commencement of any loss destruction or damage caused by any peril hereby insured against be collectively of greater value than the Sum Insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss or damage accordingly. Every item if more than one of the Property shall be separately subject to this condition.

GENERAL CONDITIONS

1. 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 Schedules shall bear such specific meaning wherever it may appear.
2. The Insured shall take all ordinary and reasonable precautions for the safety of the Property and this Policy shall cease to be in force so far as regards any of the property or articles thereby insured if the insured shall make any change or alteration in the premises of the property insured therein or otherwise so that the particulars and information set forth in the proposal to insure are no longer correct statements of the facts.
3. On the discovery of any occurrence which may give rise to a claim under this Policy the Insured shall forthwith give notice thereof in writing to the Company with particulars so far as the same shall then be known to the Insured and shall within thirty days deliver to the Company a final statement of the loss or damage sustained in the form required by the Company showing the value of each article or thing stolen and details of the damage done. The Insured shall permit the Company at all reasonable times to examine the Premises and shall furnish evidence satisfactory to the Company to substantiate any claim including vouchers and other proofs of value and ownership. Any rights of indemnity vested in the Insured against third parties for the loss or damage sustained in respect of which a claim is made hereunder may if and when the Company so desires and whether the amount of the Company's liability hereunder has been ascertained or not be enforced by the Company for the benefit of the Company to the extent of the Company's loss and the Insured shall permit the Company to undertake in the name and on behalf of the Insured the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
4. If at the time any claim arises under this Policy there be any other insurance covering the same loss or damage the company shall not liable to pay or contribute more than its ratable proportion of any such claim in which case the Company shall in addition make a ratable return of the premium proportioned to the amount by which the aggregate sum insured in all policies exceeds the determined full insurable value of the property at risk.
5. The insured shall take all practicable steps to discover and punish the guilty person or persons and to race and recover the Property and shall immediately upon the discovery of the loss or damage inform the Police Authorities. The company may at any time at its own expense and without prejudice to any question between the Company and the Insured take such steps as it deems fit for the recovery of any of the property lost or stated to be lost and for this purpose the Insured shall as and when required give all information and assistance to the Company.
6. The company may reinstate, repair or replace the property or premises lost or damaged as the case may be where the property is also insured elsewhere. Any lost property paid for under this Policy shall belong to the Company subject to the Insured's right to reclaim it upon repayment to the Company of the amount paid by the Company in respect of such property.

7. The company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.
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 can not agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within 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 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 liability of the Company or any right of action against the Company.
9. If a claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder.
10. All sums which may from time to time be made by way of compensation to the Insured under this Policy in any one year of insurance shall be accounted in diminution of the total sum insured, so that in case of subsequent loss or damage during the same year the total amount payable by the Company shall not in any case exceed the total sum insured.
11. The due observance and fulfillment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the company to make any payment under this policy.
12. **Renewal Clause** Unless the company at least forty-five days in advance of the end of the Policy period mails or delivers to the assured 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 coverage, the assured shall be entitled to renew the policy upon payment of the premium due on the effective date of the renewal.
13. **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.
14. **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.
15. **Changes in Policy Contract Clause.** 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 insurers and issued in accordance with the provisions of Section 50 of the Insurance Code.
16. **Premium Payment Clause.** 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 or representative of the Company.
17. **Written Communication.** Every notice and communication to the Company required by these conditions must be written or printed.

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 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 Commission Table at the request of the Insured.

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:

1 month or less	- 20%	5 months	- 60%	9 months	- 85%
2 months	- 30%	6 months	- 70%	10 months	- 90%
3 months	- 40%	7 months	- 75%	11 months	
4 months	- 50%	8 month	- 80%		

CIVIL CODE ARTICLE 1250 WAIVER CLAUSE

IT IS HEREBY DECLARED AND AGREED that the provision of 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.

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 there from 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.

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 Insurance Company and a policy holder 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.

Authorized Signature