

PERSONAL GENERAL LIABILITY ENDORSEMENT

Attached to and forming part of

CONDO EXCEL PLUS Policy No. _____

Period of Cover: From: _____ To: _____ 4:00 P.M.

It is hereby declared and agreed that in consideration of the additional premium You paid or agreed to pay to Us, as stated herein, for the period of cover indicated in this Endorsement, the Policy is extended to include Personal General Liability Insurance, subject to the following terms and conditions:

SCHEDULE

Covered Premises	
Limit of Liability	Php _____ per occurrence and annual aggregate
Sum Insured	The first amount to be borne by the Insured in respect of each accident shall be Php 5,000 in respect of Third Party Property Damage

INSURING CONDITIONS

Coverage

Subject to the terms, exclusions, definitions, conditions and limitations of this policy, We shall indemnify You for all sums which You or members of Your family permanently residing with You in the insured Condominium Unit herein, shall be legally liable to pay compensation in respect of:

- 1) Personal Injury, or
- 2) Property Damage,

as a result of an Occurrence happening within, on or about the covered premises during the policy period indicated in the Schedule.

Limits of Liability

Our liability shall not exceed the limits stated in the Schedule.

Legal Costs and Expenses

Inclusive of the Limit stated in the Schedule, We will pay:

- (a) all reasonable charges, expenses and legal costs incurred or obliged to be paid by either Us, or You with Our written consent in the settlement or defence of any claim for Compensation, including any appeal, in respect of which You are entitled to indemnity under this policy.
- (b) all charges, expenses and legal costs as per (a) above including compensation covered by this Policy if We are not prevented by law or otherwise in any territory from making payments on Your behalf. If We are not legally permitted to, or cannot for any other reason, defend any suit against You, We will reimburse You for the expense of such defence incurred with Our written consent

In Case of Death

In the event of Your death, We will, in respect of the liability incurred by You, indemnify Your personal representatives in accordance with the terms of and subject to the limitations of this Endorsement provided that such personal representatives shall as though they were You observe, fulfill and be subject to the terms of this policy so far as applicable.

COMMITTED. COMPASSIONATE. GENUINE.

COCOGEN INSURANCE, INC.

22F One Corporate Center, Doña Julia Vargas Avenue, corner Meralco Avenue, Ortigas Center, Pasig City 1600 Philippines

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E-mail: client_services@cocogen.com | Website: www.cocogen.com

The indemnity provided under this Endorsement shall apply in respect of judgments which are in the first instance delivered by or obtained from any court of competent jurisdiction in the Philippines.

In the event the covered premises described in the Schedule forms part of a Condominium, Townhouse, Apartment or similar structure, We will pay legal liability for property damage or bodily injury in respect of accident occurring within the common areas of the said Condominium, Townhouse, Apartment or similar structure, which attaches, or applied by operation of law, to all or some of all the owners and/or occupants. We will only pay Your proportionate share as levied by the legally recognized homeowners association or any competent authority.

Definitions

Wherever appearing in this policy, the following words or phrases shall, unless the context specifically provides to the contrary, be interpreted in the manner described below:

Personal Injury	<ul style="list-style-type: none"> (a) bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury; (b) false arrest, detention, false imprisonment, malicious prosecution or humiliation; (c) the publication or utterance of libel or slander, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except: <ul style="list-style-type: none"> (i) when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this Policy; or (ii) when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by You or on Your behalf; (d) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; (e) assault and battery not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to persons or property.
Property Damage	<ul style="list-style-type: none"> (a) physical damage, destruction to or loss of tangible property including the loss of use thereof at any time resulting therefrom; or (b) loss of use of tangible property which has not been physically injured or destroyed.
Occurrence	An event including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury or Property Damage neither expected nor intended from Your standpoint. All events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.
Compensation	<p>Monies paid or agreed to be paid by judgment or settlement for:</p> <ul style="list-style-type: none"> (a) Personal Injury; or (b) Property Damage. <p>Provided that Compensation is only payable in respect of an Occurrence to which this insurance applies.</p>
Vehicle	Any type of machine on wheels or on caterpillar tracks made or intended to be self propelled by mechanical power.
Watercraft	Any vessel, craft or thing made or intended to float on or in or travel on or through water.
Watercraft	Any vehicle designed to transport persons or property through the air.

Exclusions

We shall not be liable in respect of:

- (a) Personal injury to You or a member of Your family or domestic servant or at the time of sustaining such injury is engaged in and under Your employ.
- (b) Damage to property belonging to You, or under Your charge, or under Your control, or a member of Your family or Your domestic servant or of a person in Your service.
- (c) Personal injury or damage arising out /of or incidental to:
 - (i) Your profession or business or employment; or
 - (ii) the use of lifts or elevators, escalators, vehicles, watercraft or aircraft:
- (d) Any liability assumed by You under any contractual undertaking which liability would not have attached without such undertaking.
- (e) Any of Your liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (f) Liability arising from the ownership, maintenance, operation, use, loading and unloading of aircraft, watercraft, locomotive, motor vehicle or any mechanically propelled vehicle;
- (g) Personal injury and/or property damage caused by, arising out of, aggravated by, or resulting from fungi, wet or dry rot, or bacteria. This exclusion includes any liability imposed on You by any government authority for any loss or damage caused by arising out of aggravated by or resulting from fungi, wet or dry rot, or bacteria.
- (h) Any liability to any person who makes a claim because of personal injury to any person who is in Your care because of child care services provided by You or at Your direction or any person actually or apparently acting on Your behalf.
- (i) Any liability arising out of any actual, alleged or threatened discrimination or harassment due to age, race, national origin, color, sex, creed, handicapped, status, sexual preference or any other discrimination;
- (j) Loss arising directly or indirectly out of wrongful termination of employment.
- (k) Any liability for personal injury arising out of loss of physical or mental control over one's body which may be attributed to (without limitation) any sickness, disease, nervous shock, insanity, mental disorder or any mental problem or any liability for personal injury as a result of gradual physical or mental wear and tear or any gradual operating cause.
- (l) Personal injury or any liability whatsoever arising from transmission to any person of any communicable disease, bacteria, parasite, virus or other organism from You. For the avoidance of doubt, communicable disease shall include any infectious disease for the purpose of this exclusion
- (m)
 - (a) Personal injury or property damage, directly or indirectly caused by seepage, pollution or contamination of vapors, fumes, acids, alkalis toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants of whatsoever nature into or upon land, the atmosphere, or any water course or body of water. Provided always that this exclusion shall not apply if such seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of this insurance.
 - (b) the cost of removing, nullifying or cleaning-up seeping, pollution or contaminating substances unless the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening during the period of this Insurance.
 - (c) fines, penalties, punitive or exemplary damages in respect of such seepage, pollution contamination.

This clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this clause not been attached.

Industries, Seepage, Pollution and Contamination Clause (Sudden and Accidental)

This insurance does not cover any liability in respect of:

1. Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this agreement.
2. The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this agreement.
3. Fines, penalties, punitive or exemplary damages.

This clause shall not extend this insurance to cover any liability which would not have been covered under this agreement had this clause not been attached.

Conditions

Your Duties in the Event of an Occurrence, Claim or Suit

- (a) In the event of an Occurrence or the likelihood of an Occurrence You shall immediately take at Your own expense all reasonable steps to prevent Personal Injury or Property Damage arising or continuing out of such Occurrence.
- (b) You shall give notice in writing to Us as soon as practicable but not more than 30 days of every Occurrence, and shall immediately forward to Us all information relevant to such occurrence received or held by You or Your representative, in particular, every demand, writ, summons, proceedings, impending prosecution, inquest and all information in relation thereto.
- (c) You shall not, without Our written consent, make any admission, offer, promise or payment in connection with any Occurrence or claim.
- (d) You shall use Your best endeavors to preserve all property, products, appliances and plant and all other things which may assist in the investigation or defense of a claim or in the exercise of rights of subrogation and so far as may be reasonably practicable no alteration or repair shall be effected without the Our consent until We shall have had an opportunity of inspection.

Right to Defend; Your Assistance and Co-Operation

- (a) In respect of Occurrences covered under this policy, We shall have the right, if We so elect, to defend any suit against You seeking Compensation on account of an Occurrence even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but We shall not be obligated to pay any claim or judgment or to defend any suit after Our limit of liability has been exhausted by payment of judgments or settlements.
- (b) You shall co-operate with Us and shall comply with the terms and conditions of this policy, and shall enforce any right of contribution or indemnity against any person, corporation or organisation who may be liable to You because of Personal Injury, or Property Damage with respect to which insurance is afforded under this policy.

We shall bear the expenses thereof.

Other Insurance

If at the time of the loss, damage, expenses or liability, there are other subsisting insurances whether effected by You or by any other person or persons, covering the Occurrence recoverable under this insurance, We will only contribute up to our rateable proportion of such loss, damage, expenses or liability, subject to the Limit stated in the Schedule.

In view of the above, You, the Policyholder, are charged the additional premium including the corresponding taxes, as follows:

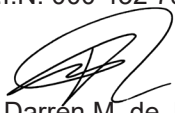
Additional Premium:	Php _____
Local Government Tax:	Php _____
Fire Service Tax:	Php _____
Documentary Stamps Tax:	Php _____
Value Added Tax:	Php _____
Others:	Php _____
Total:	Php _____

Except as varied above all other terms and conditions remain unaltered.

IN WITNESS WHEREOF, We, Cocogen Insurance, Inc. have caused this Endorsement to be signed by Our duly authorized representative this _____ day of _____, _____ in _____, Philippines.

COCOGEN INSURANCE, INC.

T.I.N. 000 432 798



Atty. Darren M. de Jesus
President