

## EMPLOYEE COVER ENDORSEMENT

Attached to and forming part of

**PROBIZ 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 on this Endorsement, the coverage under the policy shall include Employee Cover subject to the following terms and conditions:

### SCHEDULE

Interest and Sum Insured	<p>Php 200,000 per accident and annual aggregate, sub-limited to:</p> <p>A. Material Damage: Php 20,000 first loss limit per occurrence and annual aggregate per employee</p> <p>B. Personal Accident Schedule of Benefits per Employee</p> <ol style="list-style-type: none"> <li>1. Php 50,000 as Capital Sum and for Accidental Death and Permanent Total Disablement</li> <li>2. % shown in the Compensation Benefits for Permanent Partial Disablement</li> <li>3. Php 50,000 for Unprovoked Murder and Assault</li> <li>4. Php 5,000 for Accidental Medical Expenses</li> <li>5. Php 5,000 Accidental Burial Expenses</li> </ol>
Deductible	Nil
Basis of Indemnity	Actual Cash Value in respect of Material Damage

### INSURING CONDITIONS

#### Material Damage

We agree to pay for the loss of or damage to the clothing and other personal belongings of Your employee (permanent and probationary) caused by any of the Insured Perils under Material Damage section of this policy, subject always to the limit of liability, deductible, terms, provisions and conditions under this section of the policy.

We will not pay for:

- claims in excess of the Limits stated in the Schedule
- Loss or damage to precious stones, precious metals, jewelry, watches, furs, curios and works of art.
- Damage to traveling trunks, suitcases, bags and other receptacles other than total loss.
- Loss or damage to deeds, bonds, bills of exchange, promissory notes, checks, Money, medals, coins, stamps or other documents of value.
- Loss or damage to contact lenses
- Loss or damage to motor vehicles
- Loss or damage to plants, standing crops, or livestock

COMMITTED. COMPASSIONATE. GENUINE.

COCOGEN INSURANCE, INC.

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- (h) Loss or damage to sports or camping equipment or clothing, other than total loss.
- (i) Loss or damage to property while in transit as unaccompanied baggage slipped under a bill of lading, parcel, receipt, waybill or similar document.

Except as varied above, the terms and conditions under Material Damage section of this policy shall apply as applicable.

## Personal Accident

We agree with You, that if any of Your employee (permanent and probationary) shall sustain Bodily Injury caused by an Accident, We shall pay the Insured employee or the Insured employee's Beneficiary, according to the Schedule of Benefits in the manner and to the extent provided in this policy.

Provided always that:

- 1) The Accident occurred within the Period of Insurance
- 2) The Bodily Injury, solely and independently of any other cause, results in Death or Disablement or necessitates medical or surgical treatment, occurs within 1 year from the date of the Accident.

## Definitions

Accident	A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.
Accidental Medical Expenses	The reimbursable medical expenses incurred, in relation to Bodily Injury sustained in the Accident, within 365 consecutive days from the date of the Accident.
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.
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 rendered necessary by such injury, causes the death or disablement or the Insured within 12 months from the date of Accident.
Capital Sum	The amount equivalent to the limit for Permanent Disablement.
Climbing	Mountaineering or rock or cliff climbing or other similar activities necessitating the use of ropes or guides.
Death, Disablement or Medical Expenses	The direct result of exposure of the insured person to the elements shall be deemed to have been caused by accidental bodily injury.
Football	Does not include association football as an amateur.
Loss of Limb	<ul style="list-style-type: none"> <li>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 foot;</li> <li>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.</li> </ul>
Loss of Eye	Includes total and irrevocable loss of sight.

Loss of Thumb or Finger	Actual severance through or above metacarpo-phalangeal joints.
Loss of Speech	Total permanent inability to communicate verbally.
Loss of Sum Benefits	All forms of compensation which are not payable at a rate per week.
Medical Expense	<p>The 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 person 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, We will only be liable for the excess of the amount recoverable from such other source or insurance.</p>
Motorcycling	Includes pillion riding.
Permanent Total Disablement	The bodily injury that totally, irrecoverably and absolutely prevents you from engaging in any kind of business or occupation or doing your normal daily chores.
Permanent Partial Disablement	The bodily injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Schedule of Permanent Partial Disablement Benefit.
Power-Boating	The use of any combination of boat and engine capable of traveling faster than thirty knots.
Racing	Does not include racing on foot.
Temporary Disablement	Disablement which entirely prevents the insured person from attending to their usual business, occupation, or usual daily chores for a limited period which lasts less than one year.
Wood-Working Machinery	Does not include portable tools applied by hand and used solely for private purposes without reward.
Winter Sports	Does not include hurling or skating.
Wrestling	Includes judo karate and any form of unarmed combat.

**Schedule of Benefits subject to the Limits indicated in the Schedule**

- (a) Death
- (b) Permanent Total Disablement
- (c) Permanent Partial Disablement
- (d) Unprovoked Murder & Assault
- (e) Accidental Medical Expenses
- (f) Accidental Burial Expenses

## Compensation Limits in respect of any one insured person

1. The Capital Sum Benefit shall not be payable for:
  - a. Death in addition to any Permanent Total or Partial Disablement if caused by the same injury, provided however, that if a payment has been made under any part of Permanent Partial Disablement and Death occurs within 104 weeks solely of the injury, We will pay the difference between the compensation payable for Death and the Permanent Partial Disablement.
  - b. More than 100% of the Capital Sum Benefit in aggregate for any or all of Permanent Partial Disablement.
  - c. Permanent Total Disablement until one year after the happening of the injury.
2. The Capital Sum Benefit payable for Death and Permanent Total Disablement shall be reduced by the amount of any benefit paid under the Permanent Partial Disablement.
3. We shall pay for any Permanent Partial Disablement sustained by the insured person from accident as follows:

Schedule of Permanent Partial Disablement Benefit

Injury	Percent of Capital Sum
Permanent and incurable paralysis of all limbs	100%
Loss of two or more limbs or both eyes	100%
Loss of one limb or one eye	75%
Loss of hearing – both ears	75%
Loss of Speech	75%
Loss of hearing – one ear	50%
Loss of Thumb	50%
Loss of Finger	30%
Loss of Toe	30%

Note:

- The percentage payable is shown below against each Benefit, but not exceeding in all 100% for any one insured person.
- Total permanent loss of the use of a member shall be treated as loss of such member.
- Where the injury is not specified, We will adopt a percentage of disablement which in its option is not inconsistent with the provisions of this table.

### Exceptions

We 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;
  - b) by any insured person before such person attains the age of eighteen (18) or who is more than 65 years old as at inception of the policy
  - b) consequent upon the insured person committing or attempting to commit suicide or criminal act or willfully exposing himself to needless peril except in an attempt to save human life;
  - c) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military 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;
  - d) travel in aircraft other than one licensed for public passenger service and operated by regular airline on a published scheduled flight over a regular air router between two definitely established airports and in which the insured person is traveling as a fare-paying passenger.

2. Bodily Injury or Death or Disablement or Medical Expenses consequent upon or contributed to by the insured person:
  - a) having taken a drug unless the insured person proves that the drug was taken in accordance with proper medical prescription and directions and not for treatment of drug addiction; or
  - b) Suffering from pre-existing physical or mental defect or infirmity which had not been declared to and accepted in writing by Us; or
  - 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; or
  - d) having ingested/inhaled any poison, chemical compound, gas or fumes voluntarily taken, administered, absorbed or inhaled.
3. Death, Disablement or incurrence of 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 provoked by the insured person.
5. The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
6. Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.

#### Excluded Activities

Unless specifically included and/or declared in the Schedule, any accident arising from the following activities are excluded:

Aqualung Diving	Pillion Riding
Baseball	Polo
Boxing	Power-boating
Climbing/Mountaineering	Racing
Flying except air travel	Show Jumping
Football	Skydiving
Hang-gliding	Soccer
Hunting	Use of Woodworking Machinery
Hurling	Water Ski-jumping and tricks
Ice Hockey	Winter Sports
Motor Competitions	Wrestling
Parachuting	Yachting
Underwater activities involving the use of compressed air or gas	

#### **Conditions**

1. 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.
2. Our payment of the benefits under this section of the policy to the insured person, or beneficiary of the insured person, or to You or Your personal representative shall discharge Us from all further liability to the extent of such payments. If the beneficiary comprises more than one 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.

3.
  - 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 and payment of the Capital Sum under Permanent Total Disablement, 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.
4. We 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.
5. You shall give notice to Us within a reasonable time of any material change in the occupation or activities (but not more than 30 days from said change, otherwise the insurance of the concerned insured person ceases) of the insured person and shall pay any additional premium required by Us in consequence thereof.

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