

**COMMERCIAL GENERAL LIABILITY ENDORSEMENT**

Attached to and forming part of

**PETROL 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 Commercial General Liability Insurance, subject to the following terms and conditions:

**SCHEDULE**

Covered Premises

Limit of Liability

Deductible

Php \_\_\_\_\_ per Occurrence and annual aggregate

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**
What are covered

We shall indemnify You for all sums which You shall be legally liable to pay Compensation in respect of:

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

occurring within the within, on or about the Covered Premises or anywhere in the Philippines during the policy period as a result of an Occurrence happening in connection with Your business described in the Schedule.

Limit of Liability

Our liability shall not exceed the amounts indicated 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.

What are not covered

This policy does not apply to:

1. (a) Any liability for Personal Injury in respect of which You are or would be entitled to indemnity under any fund, scheme, policy of insurance or self insurance pursuant to or required by any legislation relating to Workers' Compensation whether or not such insurance has been effected.
- (b) Any liability imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.

**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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- (c) Any liability relating to Employment Practices.
2. Property Damage to:
- (a) property owned by You; or
  - (b) Your Product or any part of it if such damage is attributable to any defect therein or the harmful nature or unsuitability thereof; or
  - (c) any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by You or on Your behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, PROVIDED this exclusion shall not apply to Personal Injury or Property Damage resulting from such work; or
  - (d) property which is in Your care, custody or control PROVIDED this Exclusion shall not apply to:
    - (i) premises which are leased, rented, tenanted or hired by You;
    - (ii) Vehicles (other than Vehicles owned or used by You or on Your behalf) in Your care, custody or control only whilst such Vehicles are in a car park owned or operated by You other than for income or reward as a car park operator;
    - (iii) goods, equipment, merchandise and property, other than real property.
3. Liabilities assumed under contract or agreement that require You to effect insurance over property, either real or personal, or to be liable for, or assume liability for, injury or damage to persons or property regardless of fault. PROVIDED this Exclusion shall not apply to:
- (a) liabilities which would have been implied by law in the absence of such contract or agreement; or
  - (b) liabilities assumed under Incidental Contracts as defined; or
  - (c) terms as to merchantability, quality, fitness or care implied by law or statute; or
  - (d) such contracts as are specifically designated in the Schedule or endorsed hereon.
4. Loss of use of tangible property which has not been physically damaged or destroyed resulting from:
- (a) a delay in or lack of performance by You or on Your behalf in respect of any contract or agreement; or
  - (b) the failure of Your Products or work performed by You or on Your behalf to meet the level of performance, quality, fitness or durability warranted or represented by You; but this Exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of Your Products or work performed by You or on Your behalf after such products or work have been put to their intended use by any person or organisation other than You.
5. Any claim with respect to the recall, inspections, repair, removal, replacement or loss of use of Your Products or work completed by You or for You or of any property of which such products or work form a part if such products, work or property are withdrawn or recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition therein.
6. Any liability arising from product guarantee given by You or on Your behalf, but this exclusion shall not apply to the requirements of any law or legislation with respect to products safety and information.
7. Any liability arising out of the ownership, maintenance, operation, loading, unloading or use of:
- (a) any Aircraft or hovercraft; or
  - (b) any Watercraft whilst afloat exceeding 8 metres in length.
8. Any liability arising out of the use of any Vehicle owned by You, or in Your physical or legal control:
- (a) which is or should have been registered; or
  - (b) in respect of which insurance is required by virtue of any legislation relating to Vehicles.
- PROVIDED this Exclusion does not apply to:
- (i) Vehicles described in Exclusion 2(d)(ii).
  - (ii) Property Damage occurring during the loading or unloading of a Vehicle caused by or arising from the collection or delivery of any goods from or to such Vehicle where such Property Damage occurs beyond the limits of any carriageway or thoroughfare.
  - (iii) Personal Injury occurring during the loading or unloading of a Vehicle caused by or arising from the collection or delivery of any goods from or to such Vehicle where such Personal Injury occurs beyond the limits of any carriageway or thoroughfare.
- In respect of clauses (ii) and (iii) above, applicable legislation does not require the issuance of insurance against liabilities arising from the use of Vehicles beyond the limits of any carriageway or thoroughfare.
9. Any liability arising out of:
- (a) the selling, leasing, hiring or manufacturing of Aircraft or aerial device;
  - (b) the manufacture and/or supply of parts and/or products that are used with Your knowledge in such Aircraft or aerial device.
10. Fines or penalties imposed by law including punitive and exemplary damages.

11. Any liability arising out of:

- (a) Property Damage or Personal Injury directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants.
- (b) The cost of removing, nullifying or cleaning up Pollutants.

PROVIDED that We shall cover liability otherwise excluded under clauses (a) and (b) above which is caused by a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place.

12. The rendering of or failure to render professional advice or service by You or any error or omission connected therewith, but this exclusion does not apply to the rendering of or failure to render professional medical advice by medical persons employed by You to provide first aid and other medical services on Your premises.

13. Any of Your liability directly or indirectly occasioned by, or through or in consequence directly or indirectly of any of the following Occurrences, namely:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
- (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

14. Any liability directly or indirectly caused by or contributed to, by or arising from:

- (a) nuclear reactors and nuclear power stations or plant;
- (b) any other premises or facilities whatsoever related to or concerned with:
  - (i) the production of nuclear energy; or
  - (ii) the production or storage or handling of nuclear fuel or nuclear waste.

15. The indemnity provided by this policy does not apply to any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos-containing materials. The Company shall have no duty of any kind with respect to any such loss, demand, claim or suit.

## 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:

Aircraft	Any Vehicle designed to transport persons or property through the air
Bodily Injury by Accident	The contraction of disease is not an accident within the meaning of the word "accident" in the terms "Bodily Injury by Accident" and only such disease as results directly from a Bodily Injury by Accident is included within the term "Bodily Injury by Accident."
Bodily Injury by Disease	The term "Bodily Injury by Disease" includes only such disease as is not included within the term "Bodily Injury by Accident."
Compensation	Monies paid or agreed to be paid by judgment or settlement for: <ul style="list-style-type: none"><li>(a) Personal Injury; or</li><li>(b) Property Damage</li></ul> Provided that Compensation is only payable in respect of an Occurrence to which this insurance applies.
Employment Practices	Any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by You.

Insured	<p>The Insured named in the Schedule hereto, and:</p> <ul style="list-style-type: none"> <li>(a) any of Your subsidiary company (including subsidiaries thereof) and any other organisation under Your control and over which it is exercising active management;</li> <li>(b) any new organisation acquired by You during the policy period through consolidation, merger, purchase of the assets of or assumption of control and active management, provided such acquisition or assumption is reported to Us within 90 days after it is effected and provided further such acquisition is endorsed on this policy;</li> <li>(c) any of Your director, officer, employee, partner or shareholder, but only whilst acting within the scope of their duties in such capacity;</li> <li>(d) any person, principal, organisation, trustee, or estate to whom or to which You are obligated by virtue of a written contract to provide insurance as is afforded by this policy, but only to the extent required by such contract and in any event only for such coverage and limits of liability as provided in this policy;</li> <li>(e) any social and/or sporting clubs, first aid, fire and ambulance services formed with Your consent including any office bearer or member thereof in their respective capacities as such; and any of Your director or senior executive in respect of private work undertaken by Your employees for such director or senior executive</li> </ul>
Incidental Contracts	<ul style="list-style-type: none"> <li>(a) any written rental agreement or lease of real property not requiring an obligation to insure such property or to be strictly liable regardless of fault;</li> <li>(b) any written contract with any public authority for the supply of water, gas, electricity or telephone and telex services EXCEPT those contracts in connection with work done for such authorities;</li> <li>(c) any written contract with any railway authority for the loading, unloading and/or transport of Your products, including contracts relating to the operation of railway sidings.</li> </ul>
Insured's Products	<p>Goods or products (after they have ceased to be in Your possession or under Your control) manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by You including any container thereof other than a Vehicle associated with such container.</p>
Occurrence	<p>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.</p>
Personal Injury	<ul style="list-style-type: none"> <li>(a) bodily injury, death, illness, disability, shock, fright, mental anguish or mental injury;</li> <li>(b) false arrest, detention, false imprisonment, malicious prosecution or humiliation;</li> <li>(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"> <li>(i) when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this policy; or</li> <li>(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;</li> </ul> </li> <li>(d) wrongful entry or wrongful eviction or other invasion of the right to private occupancy;</li> <li>(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.</li> </ul>

Products Hazard	Personal Injury and/or Property Damage arising out of Your Products or their use, or reliance upon a representation or warranty made at any time with respect to such products, but only where such Personal Injury or Property Damage occurs: (a) away from premises owned by or rented to You; and (b) after physical possession of the products has been relinquished to others.
Property Damage	(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.
Pollutants	Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
Territory	Philippines
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.

## Clauses

The following shall form part of this insurance:

### Garage Keeper's Liability

We agree to pay all sums which You shall become legally obligated to pay for loss of or damage to the motor Vehicles which are the property of others and in Your custody for storage, repair or safekeeping, directly due to:

1. Fire and/or Explosion
2. Malicious Damage or Vandalism
3. Theft of the entire motor Vehicle
4. Collision or upset

Subject to the Limit indicated in the Schedule.

### Exclusions

The coverage under this policy does not include:

1. Legal Liability for loss of use of such automobile
2. Legal Liability for loss of merchandise of any description
3. Legal Liability for loss of or damage to any automobile owned by You, or Your employees, or owned by any member of Your family, or if You be a co-partnership, by any member thereof or his family or if You be a corporation, by any officer thereof of his family
4. Any liability assumed by You under any express contract or agreement to keep safely property covered hereby or any liability of the Insured due to faulty workmanship or materials in the making of repairs or adjustments on said automobiles
5. Any liability which may occur outside the premises herein mentioned arising out of the withdrawal from the premises of any motor Vehicle in Your custody for storage, repair or safekeeping purpose the withdrawal maybe.
6. This policy does not apply to Your liability arising out of the use of Vehicles for road testing purposes.

### Fire & Explosion Legal Liability

This insurance is extended to indemnify all sums which You shall become legally liable to pay as Compensation for bodily injury and/or Property Damage caused by fire and/or explosion which arises from an accident at Your Premises.

### Premises Medical Payment

This insurance by this clause will pay medical expenses for bodily injury caused by an accident occurring within Your Premises described in the Schedule:

We will pay reasonable expenses for:

- 1) First aid administered at the time of accident;
- 2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- 3) Necessary ambulance, hospital, professional nursing and funeral services.

We will make these payments regardless of fault. These payments will not exceed Php 50,000 per person nor Php 100,000 per Occurrence.

Provided that the injured person submits to examination, at Our expense, by the physicians designated by Us as reasonably required by Us..

We will not be liable for expenses for bodily injury;

- a) To You.
- b) To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- c) To a person, whether or not an "employee" of any Insured, if benefits for the "bodily injury" are payable or must be provided under the workers Compensation or disability benefits law or similar law.
- d) To a person injured while taking part in athletics.
- e) Arising out of any other coverage and/or accidents specifically excluded under this policy.

### Food and Drinks Liability

This insurance is extended to include liability for Bodily Injury caused by or arising out of deleterious matter in food or drink sold or supplied by You at or from the Premises described in the Schedule. Provided that Our liability under this clause shall not exceed Php 100,000 per person.

### Mis-loading of Fuel Liability

This insurance is extended to indemnify all sums which You shall become legally liable to pay as compensation for property damage caused by the inadvertent loading of incorrect fuel by Your employee.

Our maximum liability under this clause shall not exceed Php 15,000 any one accident.

### Tenants Liability

This insurance is extended to indemnify all sums which You shall become legally liable to pay as Compensation for Property Damage caused by fire and/or explosion which arises from an accident at Your Premises.

- (a) to any building or part thereof not belonging to but whilst occupied by You.
- (b) to the contents of the aforesaid buildings or part thereof not belonging to You but in Your care, custody or control but in no case is Your legal liability as BAILEE included.

Subject to the limit stated in the Schedule.

### Employer's Liability

This insurance by this clause will pay on Your behalf all sums which You shall become legally obligated to pay as damages because of Bodily Injury by Accident or disease, including death at any time resulting therefrom, sustained by any of Your employee arising out of and in the course of their employment by You in operations within the Philippines.

This endorsement applies only to injury:

1. By accident during the policy period or
2. By disease caused or aggravated by exposure, in the employment by You, to conditions causing the disease occurring during the policy period.

Insurance afforded by this Clause does not include:

1. Liability assumed by You under any contract or agreement;
2. Punitive or exemplary damages on account of bodily injury to any employee employed in violation of law;
3. With respect to any employee employed in violation of law with Your knowledge or acquiescence or any of Your executive officer.
4. Bodily injury due to disease unless prior to 6 months after the end of the policy period, written claim is made or suit is brought against You for damages because of resulting death or injury.
5. To any obligation for which You or any of Your insurer may be held liable under the Worker's Compensation or Occupational Disease law of the Republic of the Philippines, any other Worker's Compensation or Occupational Disease Law, any Unemployment Compensation of Disability Benefit Law, or under any similar law.

## Products Liability

We agree to pay Compensation for and arising out of Personal Injury and/or Property Damage (including claimants costs and expenses) but only against claims arising out of or in connection with Your Product.

### Exceptions

This clause does not cover liability:

- 1) for damage to any Product or part thereof
- 2) for cost incurred in the repair, reconditioning, modification, or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair, reconditioning, modification or replacement
- 3) arising out of the recall of any Product or part thereof.
- 4) arising in connection with Products prior to their unqualified acceptance by Your customer, acceptance being deemed to mean:
  - a) In the case of contracts for the supply only of Products, the acceptance of delivery by or on behalf of Your customer; (where delivery to Your customer is in stages and is recognized as such by the issue of delivery receipts or the like acceptance of each stage so recognized shall be deemed to have taken place).
  - b) In the case of any contract which requires Works involving erection, construction or installation of Products by You or on Your behalf, at Your customer's premises or site the practical completion of such erection, construction, or installation to the satisfaction of the customer.provided always that where a contract between You and Your customer provides for a period of testing and/or commissioning acceptance shall not be deemed to have occurred until completion of such testing and/or commissioning to the satisfaction of the customer.
- 5) for liquidated damages and penalties incurred by reason of any contract entered into by You.
- 6) for awards or damages of a punitive or exemplary nature in any form whatsoever.
- 7) arising out of any claim or circumstances which might give rise to a claim of which You are aware or ought reasonably to be aware at the inception of this policy whether notified under any other insurance or not.
- 8) in respect of claims made against You or loss or expense incurred by You in respect of Products supplied by You on Your behalf or Works undertaken by You prior to the retroactive date or in its absence, the policy inception date indicated in the Schedule.
- 9) arising out of any Product which with Your knowledge is intended for incorporation into the structure, machinery or controls of any Aircraft.
- 10) Arising out of Your financial and/or insolvency.

### Cross Liability

In the event of claims being made by reason of Personal Injury suffered by any of the employee of the Insured for which another Insured is liable, then this policy shall cover such Insured against whom a claim is made in the same manner as if separate policies had been issued to each Insured under this policy.

In the event of claims being made by reason of Property Damage belonging to one Insured for which another Insured is liable then this policy shall cover such Insured against whom a claim is made in the same manner as if separate policies had been issued to each Insured under this policy.

Provided that this clause shall only apply where the Insured are separate legal entities or representatives of separate legal entities.

Nothing contained in this clause shall operate to increase Our limits of liability stipulated herein.

### Industries, Seepage, Pollution and Contamination Clause (sudden and accidental)

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

### Other Insurance

When a loss covered under this policy is also covered under another policy or Policies, We shall not pay for more than Our ratable share.

### Other Interested Parties

This insurance applies only to the Insured named in the Schedule and as defined herein and as a consequence indemnity attaches only to such Insured and to no other parties.

### Claims

#### 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 responsible 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 endeavours to preserve all property, products, appliances and plant and all other things which may assist in the investigation or defence 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 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 judgement or to defend any suit after the 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, and/or Property Damage with respect to which insurance is afforded under this policy.

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