

**MOTOR VEHICLE STAND-ALONE INSURANCE POLICY**  
**LAND TRANSPORTATION OPERATORS**

Dear Valued Insured,

Thank you for choosing Cocogen Insurance Company, Inc. as your Insurer.

This insurance contract between you and Cocogen consists of the Application Form, the Policy, the Schedule, and the Endorsements, if any. Please note that in accepting this insurance, we relied on the information you have provided us.

In consideration of the payment of the premium shown in the Schedule, we agree to pay you, subject to the terms and conditions contained in or endorsed on this insurance contract, against loss or damage in the manner and to the extent provided in this Policy.

Should you have clarifications and concerns on this insurance contract, feel free to call us at (632) 8-830-6000 or send us an email at [client\\_services@cocogen.com](mailto:client_services@cocogen.com). To learn more about our products and services, please visit our website at [www.cocogen.com](http://www.cocogen.com).

Your Insurance Provider,

COCOGEN INSURANCE, INC.

**IMPORTANT NOTICE**

The Insurance Commissioner, with offices in Manila, Cebu, and Davao, is the Government official in charge of the faithful execution and 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 an insurance company and a policyholder relating to insurance matters.

**ARTICLE 1250 OF THE CIVIL CODE WAIVER**

You agree that the following provision of the Civil Code of the Philippines shall not apply in determining the extent of Our liability under this insurance contract:

*"Art. 1250. In case 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 xxx."*

**Cocogen has caused this insurance contract to be signed by its duly authorized officer in the place and on the date appearing in the Schedule.**

**COCOGEN INSURANCE, INC.**

T.I.N. 000 432 798



Atty. David C. Padin

President

**WHEREAS THE INSURED**, by his corresponding proposal and declaration, and which shall be the basis of this Contract and deemed incorporated herein, has applied to the Company for the insurance hereinafter contained, subject to the payment of Premium as consideration for such insurance.

**NOW THIS POLICY WITNESSETH:**

That, in respect of events occurring during the period of insurance, and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms and Conditions of this Policy):

**SECTION I: LIABILITY TO THE PUBLIC**

1. The Company will pay all sums necessary to discharge liability of the Insured, arising from all expenses and damages directly resulting from any bodily injury and/or death to any Third Party or Passengers (excluding all moral, exemplary and other incidental damages, expenses and loss of income) in an accident caused by the use of the Scheduled Vehicle, provided that the Insured's liability shall have first been determined, but not exceeding in the aggregate Php 100,000.00 per occurrence or any one occurrence, regardless of the number of individual claims.
2. In terms of and subject to the limitations of this Policy, the Company will indemnify any Authorized Driver who is driving the Scheduled Vehicle, provided that he:
  - (i) observes, fulfills and be subject to the Terms of this Policy, insofar as they can apply;
  - (ii) is not entitled to indemnity under any other policy subject, however, to Condition No. 8 of the Conditions Applicable To All Sections.
3. In the event of the death of any person entitled to indemnity under this Policy, the Company will, in respect of the liability incurred to such person, indemnify his personal representatives in terms of, and subject to the terms and conditions hereof.
4. In the event of accident involving indemnity under this Policy to more than one person, the Limits of Liability shall not exceed the aggregate amount so specified by Law to all persons to be indemnified. Should indemnification both to liability of the Insured and that of another party (as provided under Authorized Driver) be provable, the Insured shall have prior right thereto.
5. Unless the Insured objects, the Company shall:
  - (a) arrange for representation at any inquest, or investigation in respect of any death which may be the subject of indemnity under this Section;
  - (b) undertake the defense in the Insurance Commission under Section 385 of the Insurance Code, or in any court of law, for alleged offenses causing, or relating to, any event which may be the subject to indemnity under this Section.

**SCHEDULE OF INDEMNITIES FOR BODILY INJURY AND/OR DEATH**

The following Schedule of Indemnities shall be observed in the settlement of claims for death, bodily injuries and professional fees and hospital charges for services rendered to traffic accident victims under the Compulsory Motor Vehicle Liability Insurance Coverage.

<b>A. DEATH INDEMNITY</b>	Php 70,000.00
Burial and funeral expenses	30,000.00

**B. BODILY INJURIES AND FRACTURES**

Types of Accommodation or Professional Attendance Extended	Services Rendered	Maximum Reimbursable Fees and/or Charges
Hospital Rooms	Maximum of forty-five (45) days per accident	Php 500.00/day
	Laboratory examination fees, x-rays	2,000.00
Surgical Expenses	Major Operation	7,500.00
	Medium Operation	5,000.00
	Minor Operation	1,500.00
Anaesthesiologist's Fees	Major Operation	2,500.00
	Medium Operation	2,000.00
	Minor Operation	500.00

Operating Room	Major Operation	1,500.00
	Medium Operation	1,000.00
	Minor Operation	500.00
Medical Expenses	For daily visit of Practitioner or Specialist	400.00/day
	The total amount of medical expenses must not exceed (For a single period of confinement)	5,000.00
Drugs and Medicine	Actual value of drugs and medicine used but not to exceed	20,000.00
Ambulance	Actual amount charged for ambulance transport but not to exceed	1,500.00

### C. PERMANENT DISABLEMENT

Loss of or Loss of Use of:	Amount
Two limbs	Php 50,000.00
Both hands, or all fingers and both thumbs	50,000.00
Both feet	50,000.00
One hand and one foot	50,000.00
Sight of both eyes	50,000.00
Injuries resulting in being permanently bedridden	50,000.00
Any other injury causing permanent total disablement	50,000.00
Arm at or above elbow	20,000.00
Arm between elbow and wrist	15,000.00
Hand	15,000.00
Four fingers and thumb of one hand	15,000.00
Four fingers	12,000.00
Leg at or above knee	20,000.00
Leg below knee	15,000.00
One foot	15,000.00
All toes of one foot	10,000.00
Thumb	8,000.00
Index finger	6,000.00
Sight of one eye	20,000.00
Hearing – both ears	30,000.00
Hearing – one ear	15,000.00

## D. OTHER INCIDENTAL EXPENSES

The Company will pay all pertinent and reasonable expenses incurred in connection with the accident not provided under this Schedule of Indemnities (A), (B), and (C), subject to a maximum amount of Php10,000.00 but in no case shall the company's aggregate payment exceed the overall Limits of Liability under Sections I and II.

## SECTION II: NO FAULT INDEMNITY

The Company will pay any claim for bodily injury and/or death to any PASSENGER or THIRD PARTY without the necessity of proving fault or negligence of any kind, provided that:

- (a) the total indemnity in respect of any one PASSENGER or THIRD PARTY shall not exceed Php 15,000.00, subject to the foregoing Schedule of Indemnities in case of death or physical injury, without prejudice to the claimant from pursuing his claim further, in which case he shall not be required or compelled by the Company to execute any Quit Claim or document releasing it from liability under the Policy of insurance.
- (b) the following proofs of loss, when submitted under oath, shall be sufficient evidence to substantiate the claim:
  - (i) Police report of accident or any evidence sufficient to establish the accident, and
  - (ii) Medical report and evidence of medical or hospital expenses and/or
  - (iii) Death Certificate and evidence sufficient to establish the proper payee.

## GENERAL EXCEPTIONS

The Company shall not be liable under any Section of this Policy in respect of:

1. Any accident, or liability caused, or incurred:
  - (a) outside the Republic of the Philippines.
  - (b) whilst the Scheduled Vehicle is:
    - (i) being used otherwise than in accordance with the limitations as to use;
    - (ii) being driven by any person other than an Authorized Driver;
    - (iii) on board a sea vessel on inter-island transit;
2. Any liability, which, attached by virtue of an agreement but which would not have attached in the absence of such agreement, except liability arising out of an on the spot agreement or amicable settlement of minor accident to avoid impairing the flow of traffic.
3. Except in respect of claims arising under Sections I and II of this Policy, any accident, loss, damage or liability directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to, or arising out of, or in connection with flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not), strike, riot, civil commotion, mutiny, rebellion, insurrection, military or usurped power, or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss or damage or liability arose independently of, and was in no way connected with, or occasioned by, or contributed to, any of the said occurrences, or any consequences thereof, and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
4. Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
5. Bodily injury and/ or death to any person in the employ of the Insured arising out of and in the course of such employment, or bodily injury and/ or death to any member of the Insured's household who is riding the Scheduled Vehicle.
6. Death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare, in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.
7. Damage to any bridge, weighbridge or viaduct or to any road or anything beneath by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle.

## DEFINITIONS

Motor Vehicle

is any vehicle as defined in Section III, Paragraph (a) of Republic Act-Numbered Four Thousand One Hundred Thirty-Six, otherwise known as the "Land Transportation and Traffic Code".

Passenger

is any fare paying person being transported and conveyed by the Motor Vehicle for transportation of passengers for compensation, including persons expressly authorized by law or by the vehicle's operator or agents to ride without fare.

### Third Party

is any person, other than a PASSENGER, as defined above and shall also exclude a member of the household, or a member of the family within the second degree of consanguinity or affinity, of a Land Transportation Operator or his employee in respect of death, bodily injury or damage to property arising out of and in the course of employment.

### AUTHORIZED DRIVER

An Authorized Driver is any of the following:

1. The Insured; or
2. Any person driving on the Insured's order or with his permission.

Provided that the person driving is permitted, in accordance with the licensing law or other regulations, to drive the Scheduled Vehicle, or has been permitted and is not disqualified by order of a Court of Law or by reason of any enactment or regulation in that behalf, provided that for Sections I and II only of this Policy, an Authorized Driver shall include a duly licensed driver but whose license at the time of the accident had expired.

### LIMITATIONS AS TO USE

Used for the business of a Land Transportation Operator and for social, domestic and pleasure purposes. **This Policy does not cover:**

1. Use for the hauling and/or carrying of logs, lumber, sand, gravel, bottled beverages, gasoline products and/or other inflammable articles or materials.
2. Use for racing, peacemaking, reliability trial or speed testing or used for any purpose in connection with the Motor Trade.

**SECTIONS I and II** of this Policy cover THIRD PARTY and PASSENGER liability arising from bodily injury and/or death in amounts set forth under the Schedule of Indemnities.

### CONDITIONS APPLICABLE TO ALL SECTIONS

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 Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
3. The Insured shall maintain the Scheduled Vehicle in efficient condition, and the Company shall have at all times free and full access to examine the Scheduled Vehicle or any part thereof or any driver or employee of the Insured.
4. In the event of any accident which may give rise to a claim under this Policy, the Insured shall, as soon as possible, give notice thereof to the Company with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately as soon as the Insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy, the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.
5. Without prejudice to No. 2 of the General Exceptions, no admission, offer, promise or payment shall be made by or on behalf of the Insured without the written consent of the Company, which shall be entitled to take over the conduct in his name the defense or settlement of any claim, or to prosecute in his name for its own benefit any claim for indemnity or damages otherwise, but shall not exercise any discretion prejudicial to the interest of the Insured in the conduct of any proceedings in the settlement of any claim, and the Insured shall give all such information and assistance as the Company may require. If the Company, shall with the consent of the Insured make any payment in settlement of any claim, and such payment includes any amount not covered by this Policy, the Insured shall repay the Company the amount not so covered.
6. At any time after the happening of any event giving rise to a claim or series of claims under this Policy, the Company may pay to the Insured and the Third Party claimant jointly the full amount of the Company's liability and relinquish the conduct of any defense, settlement or proceedings, and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defense, settlement or proceedings or of the Company relinquishing such conduct, nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have so relinquished.
7. The Company may cancel this Policy in accordance with Sections 64, 65 and 380 of the Insurance Code, in which case, the Company shall thereupon return to the Insured premiums paid less the pro-rate portion

thereof for the period when the Policy has been in force. The Insured may, at any time cancel the Policy by surrendering it to the Company and (provided no claim has arisen during the current period of Insurance) shall be entitled to a return of the premium at the Company's Short Period Rates for the period when the Policy has been in force. However, in respect of Sections I and II, the cancellation made by the Insured shall not be effective unless he has secured a similar Policy of insurance or surety bond to replace the Policy to be cancelled or make a cash deposit in sufficient amount with the Commissioner and without any gap file within five (5) working days from the date of cancellation the required documentation with the Bureau of Land Transportation in accordance with Section 381 of the Insurance Code.

8. If, at the time any claim arises under this Policy, there is any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any loss, damage, compensation, costs or expenses. Provided always that nothing in this Condition shall impose on the Company any liability from which, but for this Condition, it would have been relieved under proviso (b) of Section I - 3 of this Policy.
9. In case of dispute in the enforcement of the provisions of Section I and II of this Policy, the adjudication of such dispute shall be within the original and exclusive jurisdiction of the Insurance Commissioner, subject to the limitations provided in Section 416 of the Insurance Code, as amended.
10. The due observance and fulfillment of the Terms and Conditions of this Policy, insofar as they relate to anything to be done or not to be done by the Insured, and the truth of the statements and answer in the proposal, shall be conditions precedent to any liability of the Company to make any payment under this Policy.
11. In the event that the Company should pay or be held liable to pay any claim or claims under the "No Fault" provision of the Insurance Code, the Insured shall reimburse the Company all such sums, whenever the Insured or his Authorized Driver or representative has committed a breach of any of the warranties, clauses or conditions of the Policy, or whenever the circumstances fall under any of the EXCEPTIONS listed in the Policy, for which the Company would not have been liable were it not for the application of the "No Fault" provision of the Insurance Code.

#### **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 therefrom, 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.

#### **SHORT PERIOD RATE SCALE**

It is hereby agreed that, in the event this Policy is surrendered by the Insured for cancellation, the Company shall retain a premium in accordance with the following scale for the time the Policy has been in force:

If insurance contract remains in force for only:	We will retain:
1 month or less	20% of the annual premium
2 months	30% of the annual premium
3 months	40% of the annual premium
4 months	50% of the annual premium
5 months	60% of the annual premium
6 months	70% of the annual premium
7 months	75% of the annual premium
8 months	80% of the annual premium
9 months	85% of the annual premium
10 months	90% of the annual premium
11 months	95% of the annual premium