

**FAMILY ACCIDENT INSURANCE POLICY**

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 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.

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.

**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 Roy C. Padin

President

**WHEREAS** the Principal Insured designated in the Schedule has, by a proposal and declaration which is the basis of this Contract and made part hereof, applied to COCOGEN INSURANCE, INC. (hereinafter called the "Company") for the insurance defined herein and has paid the premium stated in the Schedule as consideration for such insurance.

**IF DURING THE OPERATIVE TIME** in any period of insurance the Insured Person shall suffer accidental bodily injury which shall independently of any other cause result within one (1) year in Death, Disablement or incurring Medical Expense for which the benefit is claimed, the Company will pay the appropriate Benefit to the Insured Persons or any beneficiary named in the Schedule subject to the terms, conditions and exceptions contained herein or endorsed hereon.

#### PART I INSURED PERSONS

The term "Insured Persons" as used in this Policy shall mean:

1. The Policyholder, his/her spouse unless legally separated from such person both of whom are sixty (60) years old or less, the Policyholder's unmarried children who are at least one (1) year of age but less than twenty-one (21) years old and who are primarily dependent upon the Policyholder for support and maintenance (if the Policyholder is either legally married, widow or widower with children); or
2. The Policyholder, his/her parent, all of whom are sixty (60) years old or less, his unmarried and unemployed brothers and sisters who are at least one (1) year of age but less than twenty-one (21) years old (if the Policyholder is either single, widow or widower without children).

The word "children" as used herein shall include the Policyholder's legitimate, acknowledged natural, and legally adopted children provided they are primarily dependent upon the Policyholder for support and maintenance.

In the event coverage is extended to both parents of the Policyholder, the amount of insurance is 25% of the Principal Sum for each parent, or if only one surviving parent is covered, the amount of insurance is 50% of the principal sum.

#### PART II SCHEDULE OF BENEFITS

##### BENEFIT A - ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

When the injury results in any of the following losses within one (1) year from the date of accident, the Company will pay for:

	Policyholder Only	Spouse or Parents	Brother/Sister, if applicable
(Percentages of Compensation on Principal Sum)			
Accidental Death	100%	50%	10%
Loss of two limbs			
Loss of both hands, or of all fingers and both thumbs			
Total loss of sight of both eyes			
Total paralysis			
Injuries resulting in being permanently bedridden			
Any other injury causing permanent total disablement			
Loss of arm at shoulder	50%	25%	5%
Loss of arm between shoulder and elbow			
Loss of arm at elbow			
Loss of arm between elbow and wrist			
Loss of hand at wrist			
Loss of leg			
- at hip			
- between knee and hip			
- below knee			

Eye: loss of - whole eye - sight of - sight of, except perception of light - lens of	50%	25%	5%
Loss of four fingers and thumb of one hand			
Loss of four fingers	40%	20%	4%
Loss of thumb - both phalanges - one phalanx	25% 10%	12.5% 5%	2.5% 1%
Loss of index finger - three phalanges - two phalanges - one phalanx	10% 8% 4%	5% 4% 2%	1% 0.8% 0.4%
Loss of middle finger - three phalanges - two phalanges - one phalanx	6% 4% 2%	3% 2% 1%	0.6% 0.4% 0.2%
Loss of ring finger - three phalanges - two phalanges - one phalanx	5% 4% 2%	2.5% 2% 1%	0.5% 0.4% 0.2%
Loss of little finger - three phalanges - two phalanges - one phalanx	4% 3% 2%	2% 1.5% 1%	0.4% 0.3% 0.2%
Loss of metacarpals - first or second (additional) - third, fourth or fifth ( additional)	3% 2%	1.5% 1%	0.3% 0.2%
Loss of toes - all - great, both phalanges - great one phalanx - other than great, if more than one toe lost, each	15% 5% 2% 1%	7.5% 2.5% 1% 0.5%	1.5% 0.5% 0.2% 0.1%
Loss of hearing - both ears - one ear	75% 15%	37.5% 7.5%	7.5% 1.5%
Loss of speech	50%	25%	5%

Where the injury is not specified, the Company will adopt a percentage of disablement which in its opinion is not inconsistent with the provisions of this Schedule.

Permanent Total Disablement.

A) Pays the Insured the principal amount covered for the loss of two or more limbs or both eyes or one of each.

B) Pays the Insured the principal amount covered for permanent total disablement from gainful employment of any kind, other than dismemberment, provided such disability has continued for a period of fifty-two (52) weeks and is total, continuous and permanent at the end of this period.

Permanent total loss of use of a member shall be treated as a loss of such member. Loss of speech shall mean total permanent inability to communicate verbally.

The aggregate of all percentages payable under this Benefit in respect of any one accident shall not exceed 100%. In the event of a total 100% having been paid all coverage under this benefit shall immediately cease to be in force. All other losses smaller than 100%, if having been paid shall reduce the coverage under this

Benefit by that amount from the date of accident until the expiration of the Policy. These percentages shall be applied in relation to the Principal Sum Insured.

**BENEFIT B - MEDICAL EXPENSES (Optional).** The Company will reimburse the actual, necessary and reasonable medical, hospital or surgical expenses, up to the limit as selected, incurred within fifty-two (52) weeks from the date of injury in the treatment of bodily injuries, as a result of a covered accident, provided that such treatment is received from a legally qualified registered medical practitioner. The maximum medical expenses benefit with respect to the spouse or parents is 50%, and with respect to each child, brother or sister is 10% of the said limit.

**BENEFIT C - HOSPITAL INCOME (Optional).** When as a result of injury, an Insured Person shall be necessarily confined within a hospital as an in-patient under the continuous attendance of a physician, the Company will pay the weekly benefit as specified for each week that the insured shall be confined, up to a maximum of twelve (12) weeks. The maximum hospital income benefit is 50% for the spouse or parents, and 10% for each child, brother or sister, of the specified amount.

However, of within twelve (12) weeks following a period of hospital confinement for which indemnity is paid or payable under this benefit, the Insured Person shall be readmitted and confined as an in-patient due to the same or related causes, the Company's liability for the entire period shall be subject to the same limitation of twelve (12) weeks under which the original period of confinement was indemnified.

**Compensation Limits in respect of any one Insured Person.**

1. Lump Sum Benefit shall not be payable for:
  - A. Death in addition to any Permanent Loss or Disablement if caused by the same injury, except that if a payment has been made under any part of Permanent Loss or Disablement and Death occurs subsequently solely caused by and within 104 weeks of the injury, then in the event that the Compensation payable for Death is greater than has been paid for Permanent Loss or Disablement the Company will pay difference.
  - B. More than 100% in aggregate for any or all Permanent Loss or Disablement.
  - C. Permanent Disablement until one (1) year after the happening of the injury.
2. Lump Sum Benefit payable for Death and Permanent Loss or Disablement shall be reduced by the amount of any Weekly Benefit paid under Temporary Disablement from engaging in or attending to usual employment or occupation.
3. Weekly Benefit shall not be payable for any period of time subsequent to the death of the Insured Person.

**PART III EXCEPTIONS, INTERPRETATION AND EXCLUDED ACTIVITIES**

**EXCEPTIONS.** The Company shall not be liable in respect of:

1. Bodily Injury sustained:
  - a) while the Insured Person is engaging in (or participating for or taking part in training peculiar to) any of the Excluded Activities; by any person before such person attains the age of eighteen (18) or after the expiry of the Period of Insurance during which such person attains the age of sixty-five (65).
  - b) and consequent upon the Insured Person committing or attempting to commit suicide or willfully exposing himself to needless peril except in an attempt to save human life; war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, military or 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; travel in an aircraft other than the one licensed for public passenger service and operated by a regular airline on a published schedule flight over a regular air route between two (2) definitely established airports and which the Insured Person is traveling as a fare-paying passenger.
2. Bodily Injury or Death and Disablement or Medical Expenses consequent upon or contributed to by the Insured Person:
  - a) having taken a drug unless the Insured proves that the drug was taken in accordance with proper medical prescription and directions and not for treatment of drug addiction;
  - b) suffering from pre-existing physical or mental defect or infirmity which had not been declared to and accepted in writing by the Company, and
  - 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.

3. Death Disablement or Medical Expenses consequent upon or contributed to by the Insured Person is 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.

## INTERPRETATIONS

For the purpose of this Policy:

1. Proposal shall mean any signed proposal from and declaration and any information supplied by or on behalf of the Insured or the Insured Person in addition thereto or in substitution hereof.
2. Climbing shall mean mountaineering or rock or cliff climbing necessitating the use of ropes or guides.
3. Air Travel shall mean 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.
4. Football shall not include association football as an amateur.
5. Motorcycling shall include pillion riding.
6. Power boating shall mean the use of any combination of boat and engine capable of traveling faster than thirty knots
7. Racing shall not include racing on foot.
8. Wood-working machinery shall not include portable tools applied by hand and used solely for private purposes without reward.
9. Winter sports shall not include curling or skating.
10. Wrestling shall include judo karate and any form of unarmed combat.
11. Loss of Limb shall mean: a) in the case of lower limb loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; b) in the case of an upper limb loss by physical severance of at least all four (4) fingers in their entirety or permanent total loss of use of an entire arm or hand.
12. Loss of eye shall include total and irrevocable loss of sight.
13. Loss of thumb or finger shall mean actual severance through or above metacarpo-phalangeal joints.
14. Medical Expenses shall mean 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.
15. Death Disablement or Medical Expenses as the direct result of exposure of the Insured Person to the elements shall be deemed to have been caused by accidental bodily injury.
16. Loss of speech shall mean total permanent inability to communicate verbally.
17. Lump Sum benefit means all forms of compensation which are not payable at a rate per week.

## EXCLUDED ACTIVITIES

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



## CONDITIONS

1. **Entire Contract Changes.** This Policy, including the endorsement and attached papers, if any, and the application on file with the Company or attached herewith, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent authority to change this Policy or to waive any of its provisions. None of the provisions, conditions and terms of this Policy shall be waived or altered except in accordance with the pertinent provisions of Section 50 of the Insurance Code.
2. **Notice of Claim.** Written notice of injury on which claim may be based must be given to the Company within thirty (30) days after the date of the accident causing such injury. In the event of accidental death, immediate notice thereof must be given to the Company. Failure to give notice within the time provided in this Policy shall not immediately invalidate any claim if it shall be shown not to have been reasonably possible to give such notice within the said limit, and that notice was given as soon as reasonably possible.
3. **Sufficiency of Notice.** Such notice by or on behalf of the Insured or Beneficiary as the case may be, given to the Company or to any authorized representative of the Company with information sufficient to identify the Policyholder, shall be deemed notice to the Company.
4. **Claim Forms.** The Company upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen (15) days after giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.
5. **Proofs of Loss.** Written proof of loss must be furnished to the Company at its said office in case of claim for loss for which the Policy provides any periodic payment contingent upon continuing loss within ninety (90) days after the termination of the period for which the Company is liable and in the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible,
6. **Physical Examinations and Autopsy.** The Company, at its own expense, shall have the right and opportunity to examine the person of an Insured Person when and as often as it may reasonably require during the dependency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.
7. **Time of Payment of Claims.** Periodic payment will be made all indemnities payable under this Policy which accrue during a period of more than four (4) weeks. Indemnities payable under this Policy for any loss other than the loss for which this Policy provides, any periodic payment will be paid within thirty (30) days after receipt of written proof of such loss. All accrued indemnities for loss for which this Policy provides periodic payment will be paid at the expiration of each four (4) weeks during the continuance of the period for which the Company is liable, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof of loss.
8. **Payment of Claims.** Indemnity for loss of life of the Policyholder will be payable in accordance with beneficiary designation and the provisions respecting such payment which is prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities at the Insured's death, may at the option of the Company, be paid either to his beneficiary or estate. All other indemnities will be payable to the Policyholder.
9. **Change of Beneficiary Assignment.** The right to change beneficiary is reserved to the Policyholder. Unless irrevocably designated, the consent of the beneficiary shall not be requisite to the assignment or to any change of beneficiary, or to any other changes in this Policy. No change of beneficiary or assignment of interest under this Policy shall be binding upon the company unless a written notice thereof is received by the Company from the Insured. The Company shall not be responsible for the checking of the validity of such written notice of change.
10. **Legal Actions.** 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 after receipt of notice of such rejection, or in case of arbitration taking place as provided herein, within twelve (12) months after receipt of notice of the award made by the arbitrator/s or umpire, then the claim shall for all purposes deemed to have been abandoned and shall not therefore be recoverable.
11. **Arbitration Clause.** All differences as to the amount of any loss or damage covered by this Policy shall be referred to the decision of the arbitrator or arbitrators to be appointed by the parties in difference, or if they cannot agree, upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within thirty (30) days after having been required in writing so to do be either

of the parties, or in case of disagreement between the arbitrators, to the decision of an umpire to be appointed in writing by the arbitrators before entering on the reference and an award of the arbitrator or arbitrators or umpire shall be a condition precedent to any right of action against the Insurers only in cases of differences as to the amount of liability actually arising out of this Policy.

12. **Change of Occupation.** If the Policyholder be injured after having changed his occupation to one classified by the Company as more hazardous than the stated in this Policy or while doing for compensation anything pertaining to an occupation so classified, the Company will pay only such portion of the indemnities provided in this Policy as the premium paid would have purchased at the rates and within the limits fixed by the Company for such more hazardous occupation. If the policyholder changes his occupation to one classified by the Company is less hazardous than that stated in the Policy, the Company, upon receipt of proof of such change of occupation, will reduce the premium rate accordingly, and will return the excess pro-rata unearned premium from the date of change of occupation or from change of occupation or from the Policy anniversary date immediately preceding receipt of such proof, whichever is more recent. In applying this provision, the classification of Occupational Risk and premium rates shall be those existing at date of issue or date last renewed prior the occurrence of the loss or prior to the date of proof of change in occupation.
13. **Renewal Condition.** This Policy may be renewed for further consecutive periods by the payment of premium on the effective date of the renewal at the Company's premium rate in force at the time of renewal, subject to the Company's right to decline renewal of this Policy on any anniversary date of the Policy upon giving, forty-five (45) days prior, written notice mailed or delivered to the Insured at the address shown in the Policy of the Company's intention not to renew the Policy or to condition its renewal upon reduction of limits or elimination of coverages. The Company's acceptance of premium shall constitute its consent to renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid. This Policy shall not be renewable after the end of the period of insurance during which the Policyholder attains the age of sixty (60) years.
14. **Premium Payment.** This Policy shall not be valid and binding unless and until the premium stated is paid and fully acknowledged in an official receipt signed by an authorized official or representative of the Company.

## CANCELLATION

The 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 premium 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 Cancellation Table at the request of the Insured.

## SHORT PERIOD RATE SCALE

It is hereby declared and 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:

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

## **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.