

**CANCER ASSIST+**  
Cancer Insurance Policy

Dear Valued Insured,

Thank you for choosing Cocogen Insurance, 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, the Benefits 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).

**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.

**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

Documentary Stamps for this Policy have been affixed and properly cancelled on the list of paid and issued policies.

**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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## **INTRODUCTION**

Each time We use the words or phrases specified in the Definitions of this Policy, it will have the same meaning wherever it appears in Your Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy.

This document sets out the terms and conditions of the insurance contract between You and Cocogen. This should be kept in a safe place.

Please take time to read the whole document carefully. Further, You are advised:

- to check if all the Endorsements You requested are included; and
- to comply with Your duties under this insurance contract.

## **INFORMATION YOU HAVE GIVEN US**

In deciding to accept this contract of insurance and in setting the terms and premium, We have relied on the information You have given Us. You must take care when answering any questions We ask by ensuring that every information provided is accurate and complete to the best of Your knowledge.

If We establish that You deliberately or recklessly provided Us with false or misleading information We will treat this insurance contract as if it never existed and decline all claims under this Policy.

## **INSURING AGREEMENT**

We hereby agree with You, subject to Your payment of the premium specified in the Schedule, that if You ARE diagnosed with Major Cancer or Minor Cancer by a duly qualified oncologist, We shall pay to You or Your Beneficiary, according to the Limits of the Basic Benefits shown in the Schedule, in the manner and to the extent provided in this Policy.

Provided always that:

- 1) The Major Cancer or Minor Cancer is diagnosed after the Waiting Period, and,
- 2) The Insured survives beyond the Survival Period

## **FREE-LOOK PERIOD**

You have a Free-Look Period of fifteen (15) days from the time of Your receipt of this Policy. During this period, you may return or cancel this Policy and if ever payment was made, the amount paid shall be returned to You in full.

## **DEFINITIONS**

### **Application Form**

Any signed Application Form, questionnaire, declaration and any information supplied by You or on Your behalf in addition thereto or in substitution therefore and forms part of the policy.

### **Major Cancer**

Presence of a malignant tumor positively diagnosed with histopathological confirmation and characterized by the uncontrolled growth of malignant cells with invasion and destruction of normal tissue. The term malignant tumor includes leukemia, lymphoma and sarcoma.

The following are excluded under Major Cancer:

- 1) All tumors which are histologically classified as any of the following:
  - a) Pre-malignant;
  - b) Non-invasive;
  - c) Carcinoma-in-situ(CIS);
  - d) Having borderline malignancy;
  - e) Having any degree of malignant potential;
  - f) Having suspicious malignancy;
  - g) Neoplasm of uncertain or unknown behavior; or
  - h) Cervical Dysplasia CIN-1, CIN-2 and CIN-3
- 2) Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;

Major Cancer	<ul style="list-style-type: none"> <li>3) Malignant melanoma that has not caused invasion beyond the epidermis;</li> <li>4) All prostate cancers histologically described as T1N0M0 (TNM Classification) or below; or Prostate cancers of another equivalent or lesser classification;</li> <li>5) All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;</li> <li>6) All Tumors of the Urinary Bladder histologically classified as T1N0M0 (TNM Classification) or below;</li> <li>7) All Gastro-Intestinal Stromal tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than equal to 5/50 HPFs;</li> <li>8) Chronic Lymphocytic Leukemia less the RAI Stage 3.</li> <li>9) All tumors in the presence of HIV infection; or,</li> <li>10) All tumors diagnosed before the policy inception date or the reinstatement date, whichever is later.</li> </ul>
Minor Cancer	<ul style="list-style-type: none"> <li>a) Carcinoma-in-situ (CIS): means the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and / or destruction of surrounding tissues. The diagnosis of the CIS must always be supported by a histopathological report. In the case of the cervix uteri, Pap smear alone is not acceptable and should be accompanied with cone biopsy or colposcopy with the cervical biopsy report clearly indicating presence of CIS. Cervical Intraepithelial Neoplasia (CIN) classification which reports CIN I, CIN II and CIN III (where there is severe dysplasia without Carcinoma-in-situ) does not meet the required definition and are specifically excluded;</li> <li>b) Early chronic lymphocytic leukemia: Chronic lymphocytic leukemia (CLL) RAI Stage 1 or 2. CLL RAI stage 0 or lower is excluded;</li> <li>c) Malignant melanoma diagnosed based on biopsy report that has not invaded beyond epidermis. Non-melanoma skin conditions are specifically excluded;</li> <li>d) Early prostate cancer: Prostate cancer that is histologically described using the TNM Classification as T1N0M0;</li> <li>e) Early thyroid cancer: Thyroid cancer that is histologically described using the TNM Classification as T1N0M0 as well as papillary micro carcinoma of thyroid that is less than 2cm in diameter;</li> <li>f) Early bladder cancer: Bladder cancer that is histologically described using the TNM Classification as T1N0M0 as well as Papillary micro carcinoma of bladder.</li> </ul>
Insured	Any person qualified to be covered under this Policy whose age ranges from 18 years old to 60 years old (age last birthday basis). Expiry age – Up to 70 age last birthday
Free-Look Period	A Free-Look Period refers to the number of days wherein You may return or cancel this Policy if You disagree with the conditions after receiving it, such as the presence of pre-existing condition exclusion and other exclusions after reading and evaluating the policy.
Termination	The end of insurance coverage under this Policy, wherein 120% of the Principal Sum Insured of the Policy is fully paid to You and/or Your Beneficiary.
Beneficiary	The person legally entitled to receive the benefits payable under the Policy in the event of the death of the Insured.

We / Us / Our / Ourselves / Insurer / Cocogen	Cocogen Insurance, Inc.
You / Your / Yourself / Insured	The covered person named in the Schedule.

## **EXCEPTIONS**

The following events are excluded and no benefit will be payable:

1. Claim arises directly or indirectly as a result of a Pre-Existing Condition. A Pre-Existing Condition is an illness, injury, condition or symptom:
  - a.) that was known to the Insured and/or policy owner one (1) year prior to the commencement of the policy, or
  - b.) for which the Insured had consulted a Medical Practitioner prior to the commencement of the policy, or
  - c.) for which a reasonable person in the Insured's position would have consulted a Medical Practitioner prior to the commencement of the policy.
2. Claim arises from:
  - a. HIV Infection and/or any AIDS related illness; or
  - b. Suicide, attempted suicide or intentionally self-inflicted injury, whether the Insured is sane or insane; or
  - c. Consumption of drugs (except under the proper direction of a Medical Practitioner), narcotic substances, poison or alcohol; or
  - d. Any symptoms, investigations, medical advice or diagnosis of cancer within the Waiting Period stated in the Schedule.
3. No Major or Minor Cancer claim is payable if death occurs within the Survival Period stated in the Schedule.
4. No Major or Minor Cancer claim is payable if the Major or Minor Cancer is diagnosed within the Waiting period as stated in the Schedule.

## **TERRORISM EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance will not pay any benefit or claim of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of Terrorism means any act including but not limited to the use of force or violence and or the threat of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public or any section of the public in fear.

This insurance will not also pay any benefit or claim of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing, suppressing or in any way relating to any act of Terrorism.

If We allege that by reason of this exclusion any benefit or claim is not covered by this insurance, the burden of proving the contrary shall be upon You. In the event any portion of this endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect.

## **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance.

1. In no case shall this insurance cover any benefit or claim of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear

- waste or from the combustion of nuclear fuel
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

## GENERAL CONDITIONS

1. **NOTICE OF LOSS.** As soon as practicable, and in any case within thirty (30) days after the happening of any event which may give rise to a claim, written notice shall be given to Us.
2. **PROOF OF LOSS.** Upon receipt of notice of claim, We will furnish You forms for confirmations of loss. These forms must be submitted to Us within 60 days after Your receipt thereof. If We do not furnish You forms within fifteen (15) days from Our receipt of notice of claim, any written proof detailing the occurrence and circumstances of the loss will be accepted provided it is filed within ninety (90) days from the date of loss. Failure to furnish Us written proof will not invalidate nor reduce the claim if it can be shown that it was not reasonably possible to give such proof within the required time.

Unless this is forbidden by law, We shall have the right to conduct an autopsy as necessary, and/or You shall as often as required submit to medical examination on behalf of and at Our expense in connection with any claim, while the claim is being process and during the period in which We are liable to pay any indemnity under this Policy.

All certificates, information and evidence required by Us shall be submitted free of expense to and in the form prescribed by Us.

3. **PAYMENT OF BENEFIT.** You or Your personal representative's receipt of the benefits shall discharge Us from all further liability to the extent of such payments. If the Beneficiary comprises more than one party having an insurable interest in You the benefit shall represent the total amount payable to You for all interests covered by the policy.
4. **INTEREST.** No sum payable under this Policy shall carry interest.
5. **ASSIGNMENT.** We shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy.
6. **MATERIAL CHANGE.** You shall give notice to Us within a reasonable time of any material change in Your business or occupation and shall pay any additional premium required by Us in consequence thereof.
7. **DISPUTE RESOLUTION.** In the event of any controversy or claim arising out of or relating to this insurance contract, or a breach thereof, You and We agree first to try and settle the dispute by mediation, administered by the Insurance Commission or any recognized mediation institution under its mediation rules. If no settlement is reached within sixty (60) days after service of written request for mediation, any unresolved controversy or claim arising out of or relating to this insurance contract shall be settled by arbitration in accordance with the Philippine Dispute Resolution Center Inc. (PDRCI) Arbitration Rules as at present in force.
8. **CONDITIONS PRECEDENT.** The due observance and fulfillment of the terms, provisions, conditions and endorsements of this Policy by You in so far as they refer to anything to be done or complied with by You and the truth of the statements and answers in the proposal made by You shall be conditions precedent to any liability We may have under this Policy.
9. **RENEWAL.** Unless We, at least forty-five (45) days in advance of the end of the Policy period, mails or delivers to You at the address shown in the Policy, notice of its intention not to renew the Policy or condition its renewal upon reduction of limits or elimination of coverage, You shall be entitled to renew the Policy upon payment of the premium due on the effective date of renewal.
10. **PRESCRIPTION.** 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 from receipt of

notice such rejection or in case of arbitration taking place as provided herein, within twelve (12) months after due notice of the award made by the arbitrator or arbitrators umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. **PAYMENT OF BENEFIT.** The amount for which We may be liable under this Policy shall be paid within thirty (30) days after the complete proof of loss is received by Us and ascertainment of the amount is made either by agreement between You and Us or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by Us of the proof of loss, then the amount shall be paid within ninety (90) days after such receipt.
12. **ENTIRE CONTRACT.** This Policy includes the endorsements and attached papers, if any, and together with the application which is on file with Us, constitute the entire contract of insurance.
13. **PREMIUM.** This Policy shall not be valid and binding unless and until the premium stated herein is paid and fully acknowledged in an official receipt signed by Our authorized representative.
14. **MISSTATEMENT OF AGE.** If Your age or date of birth indicated in the Schedule has been misstated, You shall inform Us immediately, and We shall adjust accordingly the premium and charges payable under this Policy. You shall pay immediately any additional amount charged accordingly.

However, if according to Your correct age, You are not eligible for coverage under this Policy or its endorsements, Our liability shall be limited to the corresponding refund of the premium and charges.

15. **CANCELLATION.** The Policy shall not be cancelled by Us or on Our behalf except in accordance with and pursuant to the provisions of Sections 64 and 65 of the Insurance Code (as amended). In the event of such cancellation, We shall refund the paid premium less the earned portion thereof to You. Likewise, this Policy may be cancelled at Your request on the sort period rate basis set forth in the Short Period Rate Cancellation Table, found below.

In case of installment payments of the premium and charges as stated in the Schedule, this policy shall be deemed cancelled immediately in the event the premium and charges are not paid to Us on the date the premium is due.

16. **REINSTATEMENT.** In case of cancellation for non-payment of premium and charges, this insurance may be reinstated upon Your submission of the new duly accomplished Application Form, and full payment of the premium and charges, subject to Our specific agreement and issuance of the corresponding endorsement.
17. **SHORT PERIOD RATE SCALE.** It is hereby declared and agreed that, in the event that this Policy is surrendered by You for cancellation, We shall retain a portion of the annual premium in accordance with the following scale for the time the Policy has been in force:

3 months or less	40% of the Premium
more than 3 months and less than 6 months	70% of the Premium
more than 6 months and less than 9 months	85% of the Premium
over 9 months	100% of the Premium

18. **BENEFICIARY PROVISIONS.** Your Beneficiary is designated in the Schedule. You may change the designation in accordance with the provisions below.

You alone may change the Beneficiary designation in this Policy. You may do this by filing a satisfactory written notice with us, and the change will take effect on the date approved by Us. However, the change will not affect any payment We may have already made before the effective date of the change.

Unless You provide differently in the Beneficiary designation, the interest of any Beneficiary who dies before You shall be shared equally by the remaining Beneficiaries.