

HOME PROTECT

PERILS COVERED

EARTHQUAKE FIRE AND/OR SHOCK

In consideration of the payment by the insured to the Company of an additional premium the Company agrees, notwithstanding what is stated in the printed conditions of this Policy to the contrary, that this insurance covers loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by or through or in consequence of Earthquake.

Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire should be deemed to apply also to loss or damage occasioned by or through or in consequence of Earthquake.

1. AVERAGE.

If the property hereby insured shall on the occurrence of any loss or damage be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to the conditions.

2. CONSEQUENTIAL LOSS

No consequential loss or damage of any kind or description nor any loss or damage caused by confiscation or willful destruction by Government or any Municipal or Local Authority is covered.

3. EXCESS CLAUSE

IT IS UNDERSTOOD AND AGREED THAT the Insured shall bear that portion of the loss or damage caused by earthquake to each affected item of insured property equivalent to two percent (2%) of its actual cash value at the time of loss, for each claim or series of claims arising out of one occurrence. For the purpose of this clause, the following shall be considered as separate items of insured property, regardless of what is indicated in the policy schedule.

- 1) Each building, including machinery, equipment and fixtures normal to its operation;
- 2) All machinery and equipment contained in each building;
- 3) All stocks in trade (raw materials, work-in-process, supplies and finished goods), contained in each building;
- 4) All other contents contained in each building.

All losses caused by earthquake or series of earthquakes (whether continuous or sporadic and whether or not due to the same seismic conditions) during each period of 48 consecutive hours commencing from the first tremor shall be considered as arising out of one occurrence.

In case of other insurances on the same item of property, this clause shall apply only once regardless of the number of policies or insurers.

It is further understood and agreed that in the computation of the claims payable, Condition No. 20 (Average Clause) of this Policy shall apply after the application of the deductible provided herein.

TYPHOON

In consideration of the payment by the insured to the Company of an additional premium, it is hereby agreed that this insurance as herein defined subject, to the Special Conditions hereinafter contained extends to include loss or damage directly caused by Typhoon.

The term Typhoon as used in this endorsement shall be understood to mean a Typhoon or Storm as recorded by the Weather Bureau.

SPECIAL CONDITIONS

1. It is a condition of this Insurance that the insured undertakes to exercise all ordinary and reasonable precautions for the safety of the property.
2. Unless liability is specifically assumed by amendment to this endorsement, the Company shall not be liable for loss or damage to buildings in the course of construction or reconstruction (or their contents) unless entirely enclosed and under roof with all outside doors and windows permanently in place, or property contained in any portion of any building described in this policy not completely enclosed and roofed.
3. The Company shall not be liable for:
 - (a) Loss or damage caused directly or indirectly by flood, tidal wave, high water or overflow whether driven by wind or not. The Company shall not be liable for loss and/or damage caused directly or indirectly by backing up of sewers, drains, canals, creeks, rivers and/or storm drainage system.
 - (b) Loss or damage caused directly or indirectly by landslide, subsidence, cloudburst or explosion, whether incidental to Typhoon or by theft whether occurring during or after a Typhoon or by the neglect of the Insured to use all reasonable means to save and preserve the property during and after a Typhoon.
 - (c) Loss or damage caused by rain whether driven by wind or not, unless the building insured or containing the property insured shall first sustain an actual damage to roof or walls by the direct force of a Typhoon and shall then be liable for such loss or damage to the building or insured property therein as may be caused by rain entering the building through openings in the roof or walls made by direct action of such Typhoon.
 - (d) Water damage as a result of doors, windows, transoms or roof lights being left open, notwithstanding the existence or presence of Typhoon.
 - (e) Loss or damage to any building, or the contents thereof, if on the happening of such loss or damage the building was already in a damaged, defective, fallen or displaced condition as regards foundations, walls, ceilings, roofs gutters and flushing, roof lights, air vents, doors, windows and transoms.
 - (f) Loss or damage occasioned by or through or in consequence of the action or order of any government or public authority.
4. In the event of this endorsement being surrendered by the Insured for cancellation, the Company shall retain a premium in accordance with the following scale for the time this endorsement has been in

forced.

For 1 month	20% of the annual premium
For 2 months	30% of the annual premium
For 3 months	40% of the annual premium
For 4 months	50% of the annual premium
For 5 months	60% of the annual premium
For 6 months	70% of the annual premium
For 7 months	80% of the annual premium
For 8 months	90% of the annual premium
In excess of 8 months . . .	100% of the annual premium

5. IT IS UNDERSTOOD AND AGREED THAT the insured shall bear that portion of the loss or damage caused by typhoon to each affected item of insured property equivalent to 2% of its actual cash value at the time of loss, for each claim or series of claims arising out of any one Typhoon occurrence the duration and extent of which shall be limited to 168 consecutive hours. For the purpose of this clause, the following shall be considered as separate items of insured property, regardless of what is indicated in the policy schedule:

- 1) Each building, including machinery, equipment and fixtures normal to its each building;
- 2) All machinery and equipment contained in each building;
- 3) All stocks in trade (raw materials, work-in-process, supplies and finished goods), contained in each building;
- 4) All other contents contained in each building.

In case of other insurances on the same item of property, this clause shall apply only once regardless of the number of policies or insurers.

It is further understood and agreed that in the computation of the claims payable, Condition No. 20 (Average Clause) of this Policy shall apply after the application of the deductible provided herein.

6. Provided always that all the conditions of the policy to which this endorsement is attached shall apply, except as they may hereby expressly varied, and that any reference therein to loss or damage by Fire be deemed to apply also to loss or damage directly caused by Typhoon.

FLOOD

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby agreed that this insurance, as herein defined subject to the Special Conditions hereinafter contained extend to include loss or damage directly caused by flood.

The term "FLOOD" is defined as the entry of water into the premises insured, from without, due to the inundation of land not usually covered by water, (a) by reason of an extraordinary high tide or (b) following Typhoon, Cyclone, and/or Windstorm or (c) the bursting or overflowing of rivers, reservoirs, canals and the like.

SPECIAL CONDITIONS

1. It is a condition of this insurance that the Insured undertake to exercise all ordinary and reasonable precautions for the maintenance and safety of the property.
2. Unless liability is specifically assumed by amendment to this endorsement, the Company shall not be

liable for loss or damage to the following property: (a) goods in the open, or (b) drains, water courses, boundary walls, garden walls, retaining walls, gates, posts, fences, driveway roads or bulkheads.

3. The Company shall not be liable for:

- (a) Loss or damage caused directly or indirectly by landslide, subsidence, cloudburst or explosion, whether incidental to Flood or not nor by theft whether occurring during or after a flood, nor by the neglect of the Insured to use all reasonable means to save and preserve the property during and after a Flood.
- (b) Loss or damage caused by overflowing, bursting or leakage of water tanks, pipes and other water apparatus; loss or damage caused by overflowing of gutters and downpipes or bursting or overflowing of municipal or other public water supply mains; loss or damage due to seepage, leakage or influx of water from basement walls, including doors, windows and other openings therein, foundations, basement floors and sidewalks or water which backs up through sewers or drains, loss or damage occasioned by high water unless directly caused by Flood as defined herein.
- (c) Loss or damage occasioned by, or through, or in consequence, directly or indirectly caused by LAHAR flows or the bursting or overflowing of rivers, reservoirs and the like as a consequence of lahar or lahar deposits.
- (d) Loss or damage occasioned by or through or in consequence of the action or order of any government or public authority.
- (e) Loss or damage to property which at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be Insured by Marine or Plate Glass policy or policies.
- (f) Consequential loss or damage of any kind or description whatsoever.

4. In the event of this endorsement being surrendered by the Insured for cancellation, the Company shall retain a premium in accordance with the following scale for the time this endorsement has been in force:

For 1 month	20% of the annual premium
For 2 months	30% of the annual premium
For 3 months	40% of the annual premium
For 4 months	50% of the annual premium
For 5 months	60% of the annual premium
For 6 months	70% of the annual premium
For 7 months	80% of the annual premium
For 8 months	90% of the annual premium
In excess of 8 months . . .	100% of the annual premium

5. IT IS UNDERSTOOD AND AGREED THAT the insured shall bear that portion of the loss or damage caused by flood to each affected item of insured property equivalent to 2% of its actual cash value at the time of loss, for each claim or series of claims arising out of any one Flood occurrence the duration and extent of which shall be limited to 168 consecutive hours. For the purpose of this clause, the following shall be considered as separate items of insured property, regardless of what is indicated in the policy schedule:

- 1) Each building, including machinery, equipment and fixtures normal to its operation;

- 2) All machinery and equipment contained in each building;
- 3) All stocks in trade (raw materials, work-in-process, supplies and finished goods), contained in each building;
- 4) All other contents contained in each building.

In case of other insurances on the same item of property, this clause shall apply only once regardless of the number of policies or insurers.

It is further understood and agreed that in the computation of claims payable, Condition No. 20 (Average Clause) of this Policy shall apply after the application of the deductible provided herein.

6. Provided always that all the conditions of the policy to which this endorsement is attached shall apply, except as they may be hereby expressly varied, and that any reference therein to loss or damage by Fire shall be deemed to apply also to loss or damage directly caused by Flood.

EXTENDED COVERAGE

In consideration of the payment by the Insured to the Company of an additional premium it is hereby agreed that this insurance, as herein defined subject to the special conditions hereinafter contained, extend to include loss or damage directly caused by explosion, aircraft, vehicle and smoke.

PROVISION APPLICABLE TO EXPLOSION

Loss of or damage to the property insured by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

Provided always that all the conditions of the Policy (except insofar as Condition No. 8(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage within the meaning of this Policy.

SPECIAL CONDITIONS

1. The Company shall not be liable for loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of any person acting on behalf of, or in connection with, any organization with activities directed towards the overthrow by force of the government "de jure" or "de facto" or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

2. If there shall be any other insurance on the property insured under this Policy, the Company shall be liable only pro-rata for any loss or damage with such other insurance extended to cover loss or damage by explosion.
3. The Company shall not be liable for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this insurance, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

PROVISIONS APPLICABLE TO AIRCRAFT & VEHICLE

The term vehicle as used herein means vehicles running on land or tracks but not aircraft. Loss by aircraft or by vehicles shall include only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered hereunder or with the building containing the property covered hereunder, except that loss by aircraft include direct loss by objects falling therefrom. The Company shall not be liable, however, for loss:

- a) By any vehicle owned or operated by the Insured or by any tenant of the described premises:
- b) By any vehicle to fences, driveways, walks or lawns:
- c) To any aircraft or vehicle including contents thereof other than stocks of aircraft or vehicles in process of manufacture or for sale.

PROVISION APPLICABLE TO SMOKE

The term Smoke as used in this endorsement means only smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or by a vent, and while in or on the premises described in this policy, excluding however, smoke from fire places or industrial apparatus.

DEDUCTIBLE APPLICABLE TO EXPLOSION, AIRCRAFT, VEHICLE AND SMOKE

It is understood and agreed that the insured shall bear the first 1% of the sum insured on the affected item/s under this endorsement but not less than P1,000.00 nor more than P500,000.00 on any material damage loss from any of the above mentioned perils

GENERAL CONDITIONS APPLICABLE FOR ALL THE PERILS MENTIONED IN THIS ENDORSEMENT

1. It is a condition of this insurance that the insured undertakes to exercise all ordinary and reasonable precautions for maintenance and safety of the property.
2. The Company shall not be liable for loss or damage occasioned by or through or in consequence of the action or order any government or public authority.
3. In the event of this endorsement being surrendered by the Insured for cancellation, the Company shall retain a premium in accordance with the following scale for the time this endorsement has been in force.

For 1month	20% of the annual premium
For 2 months.....	30% of the annual premium
For 3 months.....	40% of the annual premium
For 4 months.....	50% of the annual premium
For 5 months.....	60% of the annual premium
For 6 months.....	70% of the annual premium
For 7 months.....	80% of the annual premium
For 8 months.....	90% of the annual premium
In excess of 8 months..	100% of the annual premium

4. Provided always that all the conditions on the policy to which this endorsement is attached shall apply, except as they may be hereby expressly varied, and that any reference therein to loss or damage by Fire shall be deemed to apply also to loss or damage directly caused by the above named

perils.

RIOT AND STRIKE

In consideration of the payment of an additional premium, it is hereby declared and agreed that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extend to cover "RIOT AND STRIKE" damage which for the purpose of this endorsement shall mean (subject always to the Special Conditions hereinafter contained).

Loss of or damage to the property insured directly caused by:

1. The act of any person taking part together with others any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 or the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The willful act of any striker or locked out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or minimizing the consequences of any such act.

SPECIAL CONDITIONS

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:

CONDITION 5

This Insurance does not cover:

- a. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- b. Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- c. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- d. Loss or damage occasioned by permanent or temporary dispossession or any building resulting from the lawful occupation by any person of such building.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

CONDITION 6

This Insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrence, 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 acting on behalf of or in connection with any organization with activities direct towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other not cover:

- (a) Goods held in trust or on commission.
- (b) Bullion or unset precious stones.
- (c) Any curiosity or work of art for an amount exceeding P200.00
- (d) Manuscripts, plans, drawings or designs, patterns, model or moulds.
- (e) Securities, obligations, or documents of any kind, stamps coined or paper money, cheques, books of account or other business books.
- (f) Explosives.

CONDITION 10

This insurance may at any time be terminated by the Company on notice to that effect being given to Insured, in which case the Company will be liable to repay a ratable proportion of the premium for the unexpired term from the date of cancelment. If the insurance be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period of scale for the time the said insurance has been in force.

CONDITION 20

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the amount of the loss accordingly, every item, if more than one, of the Policy shall be separately subject to this condition.

MALICIOUS DAMAGE

In consideration of the payment of the aforementioned additional premium it is hereby declared and agreed that the insurance under the said RIOT AND STRIKE POLICY ENDORSEMENT, shall extend to include the MALICIOUS DAMAGE which for the purpose of this extension shall mean:

- (a) Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in RIOT AND STRIKE ENDORSEMENT.

The Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary housebreaking theft or larceny or any attempt there at or caused by any person taking part therein.

Provided always that all the conditions and provisions of the said RIOT AND STRIKE ENDORSEMENT shall apply to this extension as if they had been incorporated herein.

BURSTING &/OR OVERFLOWING OF WATER TANKS, APPARATUS & PIPES

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, the insurance under this policy is extended to include loss or damage caused by :-

1. Accidental discharge, leakage or overflow of water/steam from plumbing, septic tanks, heating systems, elevated and/or underground tanks and cylinders, bursting or overflowing of water tanks, apparatus or pipes, standpipes for fire hose, domestic appliances, refrigerating system, air-conditioning system.
2. Breakage of or leakage from street water supply mains or fire hydrants; and
3. Accidental discharge or leakage of refrigerants from air-conditioning or refrigeration systems;

PROVIDED THAT:

- A. The Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property
- B. The Insured shall bear a minimum deductible of 5% each & every loss or PhP20,000.00 whichever is higher as stated in the schedule, for each and every claim under this endorsement in addition to other deductible that may be applicable under the policy;
- C. All conditions of this policy shall apply, except in so far as they may be hereby expressly varied and that reference to loss or damage by fire shall be deemed to apply also to loss or damage as aforementioned; and
- D. The liability of the company under this endorsement shall in no case exceed the sum insured by each item of the policy
- E. This endorsement does not cover the following:
 - a. Damage to plumbing, septic tanks, heating systems, elevated and/or underground tanks and cylinders, standpipes for fire hose, industrial and domestic appliances, refrigerating system, air-conditioning system from which the accidental discharge, leakage or overflow of water/steam emanated.
 - b. Loss or damage by water discharge or leakage from any automatic sprinkler installation within the described buildings.

SPRINKLER LEAKAGE

It is hereby declared and agreed that this Policy extends to cover SPRINKLER LEAKAGE, a loss caused by the Leakage or discharge of water or any other substance from within any Automatic Sprinkler System including damage to the system itself caused by breakage; including leakage from valves, fittings, tanks, pumps, and private fire protection mains connected to the sprinkler systems, and non-automatic sprinkler system, hydrants, standpipes or hose outlets supplied from the automatic sprinkler system.

This also extends to cover damage caused by collapse or fall of a tank which forms part of an Automatic Sprinkler System. Coverage is afforded for the damage by the tank and its component parts and supports, as well as by the water in the tank.

EXCEPTIONS

- A) Leakage caused by extraneous perils endorsed under a Fire Policy, such as Typhoon, Earthquake, etc.

- B) Neglect of the Insured to use all reasonable means to save and preserve the property at and after a sprinkler leakage loss or when the property is endangered by sprinkler leakage in neighboring premises.
- C) Water except from an automatic sprinkler system.
- D) Blasting, rupture of Steam Boilers or Fly Wheels.
- E) By an agent of any such government, power, authority or forces, it being understood that any discharge explosion or use of any weapon employing atomic fusion of radioactive force shall be conclusively presumed to be such a hostile or warlike action by such government, power, authority or forces.
- F) Loss by nuclear reaction, radiation or radioactive contamination
- G) Loss occurring during and resulting from the making of repairs, alterations or extensions involving a wall or support of a floor or roof after a period of 15 consecutive days from the beginning of such operations.
- H) Loss caused by the installation of change in an Automatic Sprinkler System after 15 days from beginning of such operations.
- I) Loss occurring during a time when the Insured property under the Basic Fire Policy is vacant or unoccupied.
- J) War Perils, Military, Naval or Air Forces, Insurrection, Rebellion, Revolution, Civil War, Usurped Power, and action by government in depending or combating such occurrence.

ROBBERY AND HOUSEBREAKING

Subject to the payment by the Insured to the Company of the additional premium, the Company agrees, notwithstanding what is stated in the printed conditions of this policy to the contrary, that this insurance covers:

- 1) Loss or damage to property specified in this policy following an actual forcible and violent entry of the premises described in this policy, by person or persons committing robbery; or
- 2) Any damage done to the premises described in this policy following upon or occasioned by an actual forcible and violent entry of the premises or any attempt thereat by the person or persons committing or attempting to commit such robbery;

Provided that the liability of the Company shall in no case exceed the sum insured specified in Section A of this policy.

EXCLUSIONS

IT IS FURTHER DECLARED AND AGREED that this endorsement does not cover the following unless specifically mentioned and expressly insured in this policy:

- 1) Gold or silver articles, watches, jewelry, precious stones, models, coins, sculptures, manuscripts, rare books, plans, patterns, medals, moulds and designs.
- 2) Deeds, bonds, bills of exchanges, promissory notes, money or securities for money, stamps, business books or documents.
- 3) Loss or damage to plate glass whether forming part of the premises or otherwise.

- 4) Loss or damage where any inmate or member of the insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual robbery or of damage to any of the articles or premises nor where such loss or damage has been expedited or in any way assisted or brought by any such person or persons.

CONDITIONS

- 1) The Insured upon knowledge of any loss or damage recoverable under this Clause shall give immediately a detailed report of said loss or damage to the Company and to the Police having jurisdiction, as a condition precedent for indemnification by the Company.
- 2) Warranted that coverage under this Policy shall cease immediately upon transfer or removal of the insured property from the premises indicated in the Policy and/or endorsements attached thereto.
- 3) It is further understood and agreed that the thing containing the insured property shall not be left without any lawful occupant for more than a continuous period of seventy two (72) hours. Breach of this condition shall render this Policy null and void and the Company shall in no case whatsoever be liable for any loss or damage which may occur after the expiration of said period.
- 4) All matters not provided for herein or by Endorsement hereon shall be governed by the terms and conditions of this Company's printed policy form to which these provisions are attached and which have been issued in conjunction herewith. The foregoing provisions, shall however, be considered to supersede any clauses therein which may be of the same or similar effect.
- 5) This Endorsement is issued in conjunction with the Main Property Cover and IT IS DECLARED AND AGREED that in case of cancellation, increase or reduction of the sum insured of said policy, all liability under this endorsement shall be similarly terminated or proportionately increased or decreased to conform thereto with proper adjustment of premium.

VOLCANIC ERUPTION ENDORSEMENT

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby agreed that this insurance, as herein defined subject to the Special Conditions hereinafter contained extends to include loss or damage directly caused by Volcanic Eruption.

Volcanic Eruption cover shall be specified only as losses arising from lava flow, pyroclastics ejecta, glowing clouds and ashfall caused by the eruption of a volcano as recorded by the Philippine Institute of Volcanology and Seismology.

SPECIAL CONDITIONS

1. It is a condition of this insurance that the Insured undertake to exercise all ordinary and reasonable precautions for the maintenance and safety of the property.
2. Unless liability is specifically assumed by amendment to this endorsement, the Company shall not be liable for loss or damage to the following property: (a) goods in the open, or (b) drains, water courses, boundary walls, garden walls, retaining walls, gates, posts, fences, driveway roads, walks or bulkheads.
3. Unless liability is specifically assumed by the amendment to this endorsement, the Company shall not be liable for loss or damage to buildings in the course of construction or reconstruction (or their contents) unless entirely enclosed and under roof with all outside doors and windows

permanently in place, of property contained in any portion of any building described in this policy not completely enclosed and roofed

4. The Company shall not be liable for:

- (a) Loss or damage caused directly or indirectly by landslide, subsidence, cloudburst or explosion, whether incidental to Volcanic Eruption or not nor by theft whether occurring during or after a Volcanic Eruption, nor by the neglect of the Insured to use all reasonable means to save and preserve the property during and after a Volcanic Eruption.
- (b) Damage as a result of doors, windows, transoms or roof lights being left open, notwithstanding the existence or presence of Volcanic Eruption
- (c) Loss or damage to any building, or the contents thereof, if on the happening of such loss or damage, the building was already in a damaged, defective, fallen or displaced condition as regards foundations, walls, ceiling, roofs, roof gutters and flushing, roof lights, air vents, doors, windows and transoms.
- (d) Loss or damage occasioned by or through or in consequence of the action or order of any government or public authority.
- (e) Loss or damage to property which at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be Insured by Marine or Plate Glass policy or policies.
- (f) Consequential loss or damage of any kind or description whatsoever.

5. In the event of this endorsement being surrendered by the Insured for cancellation, the Company shall retain a premium in accordance with the following scale for the time this endorsement has been in force:

For 1 month	20% of the annual premium
For 2 months	30% of the annual premium
For 3 months	40% of the annual premium
For 4 months	50% of the annual premium
For 5 months	60% of the annual premium
For 6 months	70% of the annual premium
For 7 months	80% of the annual premium
For 8 months	90% of the annual premium
In excess of 8 months . . .	100% of the annual premium

6. IT IS UNDERSTOOD AND AGREED THAT the insured shall bear that portion of the loss or damage caused by flood to each affected item of insured property equivalent to 2% of its actual cash value at the time of loss, for each claim or series of claims arising out of any one Flood occurrence the duration and extent of which shall be limited to 168 consecutive hours. For the purpose of this clause, the following shall be considered as separate items of insured property, regardless of what is indicated in the policy schedule:

- 1) Each building, including machinery, equipment and fixtures normal to its operation;
- 2) All machinery and equipment contained in each building;
- 3) All stocks in trade (raw materials, work-in-process, supplies and finished goods), contained in each building;
- 4) All other contents contained in each building.

In case of other insurances on the same item of property, this clause shall apply only once regardless of the number of policies or insurers.

It is further understood and agreed that in the computation of claims payable, Condition No. 20 (Average Clause) of this Policy shall apply after the application of the deductible provided herein.

7. Provided always that all the conditions of the policy to which this endorsement is attached shall apply, except as they may be hereby expressly varied, and that any reference therein to loss or damage by Fire shall be deemed to apply also to loss or damage directly caused by Volcanic Eruption.

PROPERTY RELATED EXTENSIONS

PLATE GLASS

IT IS HEREBY DECLARED AND AGREED that the Company will indemnify the Insured against Loss by Breakage of any Glass up to the value of the Glass at the time of the occurrence subject to the limit and loss deductible specified herein.

The Liability of the Company for all compensations during any one period of Insurance under this Section shall not exceed the following specified amount:

Limits of Liability: Actual cost, max. of PhP 20,000

Loss Deductible: Php 5,000.00 each and every loss.

The Company will, at its option may either:

- a) Pay to the insured a sum equal to the current value of the glass, less the value of any salvage; or
- b) Reinstate or replace as agreed.

It is also declared and agreed, that the Company shall not be liable for:

1. Breakage caused by or arising out of fire or preventive or salvage operations consequent thereon or explosion.
2. Breakage of glass in greenhouses and conservatories.
3. Breakage of cracked or imperfect glass or scratches on any plate.
4. Breakage of or damage to frames, framework or fittings of any description
5. Breakage of lettering unless accompanies by breakage of Glass
6. Cost of removing or replacing fixtures or fittings
7. Breakage occurring whilst the Premises are empty or disused or being used for any purpose other than that described in the Schedule
8. Breakage caused willfully or knowingly by an person beneficially interested in this Policy or by his Agent or Agents or by his or their procurement or connivance.
9. Breakage directly or indirectly, proximately or remotely, occasioned by or contributed to by or in connection with Earthquake, Volcanic Eruption, Typhoon, Hurricane, Tornado, Cyclone or other atmospheric disturbance, strike, riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or looting, sacking or pillaging following same.
10. Any loss due to the interruption of business or for other damage or injury consequent or on or arising from or out of the breakage of glass insured hereunder or for loss alleged to be due to delay in replacing the glass.
11. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss or any legal liability of whatever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination

by radio-activity 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; 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.

CONDITIONS

1. The Insured shall give notice to the Company of any breakage of Glass insured hereunder immediately, or within **forty eight (48) hours** at most, after it shall have come to his knowledge. Such notice shall state the date and circumstances of the breakage as the Company may reasonably require. The Company, after having been furnished with satisfactory evidence shall within reasonable time, at its' option either pay to the Insured the amount of loss less that value of any salvage or replace the glass with glass of similar quality.
2. All salvage shall be preserved from further damage by the Insured and shall be the property of the Company.
3. The Insured shall, if and when required by the Company, enforce for the benefit of and at the expense of the Company any claim, which may exist against any third party in respect of the breakage of glass insured hereunder.
4. The Insured shall take reasonable precautions and cause the Glass to be adequately protected by boards and thus prevent it from being damaged due to exposures incidental to installation of any heavy equipments or machineries within building premises, construction of stage for shows, or any alterations or repairs of building and building improvements as well as installation of fixtures.
5. In the event of any alteration in the position of the Glass or any alteration in the Premises the Insurance by this Policy shall be deemed to be suspended and shall not be reinstated unless and until the Company shall have signified in writing its assent to such alteration.

ALL OTHER CONTENTS

Limit: PhP 100,000 in aggregate

It is agreed that the term "All Other Contents" is understood to include;

- a) Money and Stamps not otherwise specifically insured
- b) Documents, Manuscript and Business Books but only for the value of the materials as stationery together with the cost of clerical labor expended in writing up and not for the value to the Insured of the information contained therein
- c) Computer System Records but only for the value of materials together with the cost of clerical labor and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to the Insured of the Information contained therein
- d) Patterns, Models, Moulds, Plans and Designs but only for the value of the material together with the cost of labor expended to reinstate.
- e) Employees, Pedal Cycles, Tools and other Personal Effects for an amount.

ALTERATIONS AND REPAIRS CLAUSE

Limit: 5% of TSI, max. of PhP 100,000.00

Workmen are allowed to work in, on or around the Premises for the purposes of completing minor additions and/or alterations and/or decorations and repairs without prejudice to this insurance.

ALTERNATIVE ACCOMMODATION

If a compensable loss resulting from any of the perils covered under this policy renders the insured property uninhabitable, the Company will provide the Assured with 5% of the Total Sum Insured, maximum of PhP 25,000.00/month (maximum of 6 months) as alternative accommodation expense. Compensation provided under this section is limited only to the cost of rent for the Assured's temporary shelter and no case shall exceed the amount and the number of months specified.

ARCHITECT AND SURVEYOR'S FEES

Limit: PhP 100,000 in aggregate

It is hereby declared and agreed that the amount insured on building is understood to include Architects' and Surveyors' Fees for Plans, Specifications, Tenders, Quantities and Service in Connection with superintendence of the reinstatement of building insured under this policy but it is understood that this does not include any costs in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by Insured Perils and further that the amount payable in respect of Architects' and Surveyors' Fees for service and superintendence of the reinstatement of the building insured shall not exceed on the amount paid for loss on the building insured by the policy.

DEBRIS REMOVAL

Limit: 10% of Building TSI, max. of PhP100,000

It is understood that the insurance by this Policy relating to Real and Personal Property extends to include costs and expenses necessarily incurred by the insured with the consent of Insurers in:

- a) Removing debris,
- b) Dismantling and/or demolishing,
- c) Shoring up or propping

of the portion or portions of the property insured by the said items, destroyed or damaged by fire or by any other peril hereby insured against.

EXPEDITING EXPENSE

Limit: PhP 100,000 in aggregate

The insurance afforded under this policy is extended to include express delivery, air freight, overtime or holiday work incurred in connection with repairs or replacement of the Insured Property consequent upon its loss destruction or damage by an insured peril subject to the prior approval of all such expenditures by Insurers.

FIRE FIGHTING EXPENSE

This policy extends to cover expenses and charges associated with the extinguishment and/or prevention of Spread of fire up to but not exceeding PhP50,000.00. This endorsement, however, does not increase the limits of liability provided in the policy.

PROFESSIONAL FEES

Limit: PhP 100,000 in aggregate

The insurance by this Policy relating to buildings extends to include Architects', Surveyors', Legal and Consulting Engineers' Fees unless separately insured hereby.

Any insurance of Fees applies only to those necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorized under the scales of the various institutions and/ or bodies regulating such charges and that the liability for such destruction or damage and fees shall not exceed in the aggregate the sum insured by each property.

REPLACEMENT OF LOCKS & KEYS

Limit: PhP 5,000 per occurrence, PhP 20,000 annual aggregate

It is hereby declared and agreed that in the event that the keys to the locks of:

- a) External doors of the home
- b) Alarm systems or domestic safes fitted in the home

Are accidentally lost or stolen, the company shall pay the cost of replacing the locks or lock mechanism.

TEMPORARY REMOVAL

Limit: PhP 100,000 in aggregate

Cleaning, renovation, repair or other similar purposes, elsewhere on the same premises or to any other premises and in transit thereto and there from by road, rail or inland waterway in the Philippines.

The amount recoverable under this Extension in respect of each item of the policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

This Extension does not apply to property if and so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the premises from which the property is temporarily removed, to

- 1) Motor Vehicles and Motor Chassis licensed for normal road use.
- 2) Property held by the Insured in trust, other than machinery and plant.

It is further agreed that this Policy is extended to cover direct loss by removal from the described premises endangered by the perils insured against, on pro rata for ten days at each place to which the property covered shall necessarily be removed for preservation from the perils insured against.

OUTSIDE BUILDING CLAUSE

Limit: PhP 200,000 in aggregate

The insurance by each item under building is understood to include walls, gates, and fences, small outside buildings, extensions, annexes, exterior staircase, fuel installation, steel or iron frameworks and tanks in the said premises and the insurance by each item under contents extends to include the contents of each outbuildings.

SECTION I - PERSONAL LIABILITY

The Company will, in respect of such accident occurring anywhere within the geographical area stated in the Schedule hereto, indemnify the Insured against all sums for which the Insured shall become legally liable to pay as compensation for:

- a. Death of or Bodily Injury to and Disease or Sickness of any person not being a member of the Insured's family or household nor a person who at the time of the Accident is engaged in and upon the service of the Insured.
- b. Damage to Property other than property belonging to or used by or in the custody or control of the Insured or a member of the Insured's family or household or a person in the service of the Insured or upon which the Insured or his servants are or have been operating.

caused by or through the fault or negligence of the Insured.

Exceptions. The Company shall not be liable under this section of this Policy for:

- a. Claims in respect of liability of the Insured under any contract or Agreement.
- b. Claims arising out of accidents occurring in, on or about any premises owned and/or occupied by the Insured.

Extensions. INDEMNITY TO MEMBERS OF THE INSURED'S FAMILY OR HOUSEHOLD. Under this Section of this Policy the Company will also:

- (i) indemnify the Insured subject to the terms, provisions, exceptions and conditions of this Policy against legal liability, as within defined, arising out of the personal negligence of the members of the Insured's family or household permanently residing with him who are named in the Schedule hereto.
- (ii) treat as though he or she were the Insured, any of the said named members of the Insured's family or household permanently residing with the Insured in respect of claims arising out of the personal negligence of the said member shall observe fulfill and be subject to the terms, provisos, exceptions and conditions of this Policy so far as they can apply.

SECTION II - INSURED'S LIABILITY AS OCCUPIER AND/OR OWNER OF PRIVATE DWELLING.

The Company will indemnify the Insured against all sums for which the Insured shall become legally liable to pay as compensation for claims made on the Insured:

1. As a Private Householder (and not as Owner) occupying the Private Dwelling, Domestic Offices, Stables, Garage or Outbuildings described in the Schedule hereto as "the Premises" in respect of such accident happening in on or about the said Occupied Premises.
2. As Owner of the Private Dwelling, Domestic Offices, Stables, Garage or Outbuilding described in the Schedule hereto as "the Premises" (and not as a Private Householder occupying the said Premises) in respect of such accident directly caused by any defect in the buildings comprising the said Premises or in the Walls, Gates, Fences and Trees around and the Fixtures and Fittings therein belonging to the Insured and pertaining thereto.

resulting in:

- a. Death of or Bodily Injury to and Disease or Sickness of any person not being a member of the Insured's family or household nor a person who at the time of the accident is engaged in and upon the service of the Insured.
- b. Damage to property other than property belonging to or used by or in the custody or control of the Insured or a member of the Insured's family or household or upon which the Insured or his servants are or have been operating.

Provided that for the purpose of this Section, the expression "the Insured" shall be deemed to include the husband or wife of the Insured.

Exceptions. The Company shall not be liable under this Section of this Policy for:

1. Liability of the Insured under any contract or agreement (unless such liability would have attached in the absence of such contract or agreement) other than liability of the Insured under a written contract relating to the said premises and to which the Insured is a party as Owner or Tenant of the said premises.
2. Death of or Bodily Injury or Damage to Property arising out of or incidental to the use of a lift or elevator.
3. CI aims against the Insured as Owner of the Premises in respect of damage to surrounding property caused by subsidence.

PROVIDED that the liability of the Company under Section I and/or Section II of this Policy shall not exceed for all compensation payable in respect of or arising out of one Occurrence or in respect of or arising out of all occurrences of a series consequent on or attributed to one source or original cause the amount specified in the said Schedule as the limit of Indemnity for Any One Accident.

LAW COSTS. In respect of a claim for compensation to which the indemnity expressed in this Policy applies the Company will also indemnify the Insured against:

1. All costs and expenses of litigation recovered by any claimant from the Insured.
2. All costs and expenses of litigation incurred with the written consent of the Company.

INDEMNITY TO PERSONAL REPRESENTATIVES. The Company further agrees that in the event of the death of the Insured or of any person entitled to indemnity under this Policy, the Company will in respect of the liability incurred by such person, indemnify his legal personal representatives subject to the terms and limitations of this Policy, provided that such representatives shall, as though they were the Insured, observe, fulfill and be subject to the terms, provisos, exceptions and conditions of this Policy so far as they can apply.

EXCEPTIONS

The Company shall not be liable for:

1. CI aims arising out of or incidental to the Insured's business trade or profession.
2. CI aims arising as a result of the Insured hunting or shooting or engaging in the use of any air or water-borne craft, animal drawn or motor-driven vehicle (except such hunting and/or shooting by the persons named and specified under Special Activities in the Schedule hereto).
3. CI aims made or brought against the Insured by any injured person or dependent under any Workmen's Compensation or Employer's Liability Act.
4. CI aims for compensation for death, bodily injury, disease or sickness or damage to property caused intentionally by or at the direction of the Insured or any other person entitled to indemnity under Section I and/or II of this Policy.
5. CI aims arising out of any consequence of War, Invasion, Acts of Foreign Enemy, Hostilities, (whether War be declared or not), Civil War, Mutiny, Rebellion, Revolution, Insurrection, Military or Usurped Power, Riots, Strikes, Military or Popular Rising, Martial Law, or Loot, Sack or Pillage in connection therewith, confiscation or destruction of property by order of any Government or Public Authority, Typhoon, Flood, Hurricane, Volcanic Eruption, Earthquake, Subterranean fire or other convulsions of nature.

PERSONAL ACCIDENT INSURANCE

Subject to the terms, provisos, and/or conditions of or endorsed on the policy, the Company will pay to the Insured person/s named hereunder (or in the event of death of the Insured person/s, to his/her Beneficiary/ies) the sum or sums of money herein specified if the person Insured, during the period of insurance stated in the Policy, shall sustain any bodily injury caused by accident which injury, independent of any other cause, shall result to death, dismemberment or disablement within twelve consecutive months of the date of such accident

TABLE OF BENEFITS - I

Section	A. Accidental Death	As per policy schedule
	B. Permanent Disablement or Dismemberment	As per policy schedule

NOT COVERED

C. Medical or Surgical Treatment

As per policy schedule

TABLE OF BENEFITS II - (Permanent Disablement or Dismemberment)	
Description of Dismemberment	Percentage of the Capital Sum
Loss of two limbs	100%
Loss of both hands, or all fingers and both thumbs	100%
Loss of both feet	100%
Loss of one hand and one foot	100%
Loss of sight of both eyes	100%
Any other injury causing permanent total disablement up to 100 months	1% per month
Loss of arm at or above the elbow	70%
Loss of arm between elbow and wrist	50%
Loss of hand	50%
Loss of leg at or above knee	60%
Loss of leg below knee	50%
Loss of one foot	50%
Loss of sight of one eye	50%
Loss of Speech	50%
Loss of hearing- both ears	50%
Loss of hearing one ear	25%
Total loss by physical severance or total and permanent loss of use of thumb and four fingers of one hand	50%
Four Finger of one hand	40%
Thumb (both Phalanges)	25%
Thumb (one phalanx)	10%

Index finger (three phalanges)	15%
Index finger (two phalanges)	8%
Index finger (one phalanges)	4%
Middle Finger (Three phalanges)	10%
Middle Finger (two phalanges)	4%
Middle Finger (one phalanges)	2%
Ring Finger (three Phalanges)	8%
Ring Finger (two Phalanges)	4%
Ring Finger (one Phalanges)	2%
Little Finger (three Phalanges)	6%

Little Finger (two phalanges)	3%
Little Finger (one Phalanges)	2%

NOT COVERED

All toes of one foot	17%
Great Toe (two phalanges)	5%
Great Toe (one phalanges)	2%
Any other Toe	3%

Any permanent partial disablement not specified above other than loss of taste or smell

*Such percentage to be assessed by the company as in the option of the company's medical advisers is not consistent with the percentage specified above and without regard to the person insured's employment or occupation.

COVERAGE AS RESPECTS FLYING

The coverage of this Policy as respects flying is limited to loss occurring while the Insured is riding solely as a passenger, not as an operator or crew member, in boarding or alighting from: (a) certificated passenger aircraft provided by a commercial airline on any regular, scheduled or non-scheduled⁷, special or chartered flight, and operated by a properly certificated pilot flying between duly established and maintained airports, or (b) any transport type aircraft operated by the Military Air Transport Service (MATs) of the United States of America or by the similar air transport service of any duty constituted governmental authority of the recognized government of any nation anywhere in the world.

DEFINITIONS

1. Permanent total loss of the use of a member shall be considered and treated as loss of such member.
2. Loss of hand or foot shall mean complete severance through or above the wrist or ankle joint.
3. The loss of the first joint of the thumb or index finger shall be considered as equal to the loss of one-half of the thumb or index finger and the benefit shall be one-half of the benefit specified for the loss of the thumb or index finger.
4. The loss of more than one phalanx of the thumb or index finger shall be treated as loss of the entire thumb or index finger.
5. Loss of sight shall mean the complete and irrecoverable loss of sight.
6. Loss of speech shall mean the complete and irrecoverable loss of speech.
7. Loss of hearing shall mean the complete and irrecoverable loss of hearing.
8. Permanent Total Disablement shall mean that the Insured is totally and permanently disabled and prevented by reason of bodily injury which does not result in any of the specific losses enumerated above, from engaging in each and every occupation or employment for compensation or profit for which he is reasonably qualified by reason of his education, training or experience, provided such disability has continued for a period of twelve (12) consecutive months and is diagnosed total, continuous and permanent at the end of this period. Payment of the benefits starts on the thirteenth (13th) month.
9. Temporary total disablement shall mean disablement by reason solely of the injury necessarily, immediately and continuously resulting in incapacity from attending to each and every duty pertaining to the Insured's occupation.
10. Temporary partial disablement shall mean incapacity by reason of the injury from attending to some material duty pertaining to the Insured's occupation.
11. Medical or Surgical Treatment shall mean that the Company will reimburse the actual expense incurred but not to exceed the aggregate amount payable stated in the Schedule as a result of any one accident, when by reason of injury, the Insured shall require treatment by a legally qualified physician or surgeon, confinement in a hospital, or the employment of a licensed or graduate nurse.
12. However, if in respect of such Medical Expenses, the Assured shall recover any payment under any other insurance, MALAYAN INSURANCE shall only be liable for the difference between such recovery and the Cost of Medical Expenses incurred, not exceeding the amount of benefit stated in the policy.

EXCLUSIONS

1. The insurance with respect to the above hazards shall not apply to:
2. loss caused directly or indirectly, wholly or partly by:
 - a. bacterial infections, viral infections, sickness or disease (except pyogenic infections which shall occur through an accidental cut or wound); or infections caused by parasites; Venereal Disease, or Insanity.
 - b. medical or surgical treatment (except such as may be necessary solely by reason of injuries covered by this policy);
 - c. miscarriage or pregnancy;
3. suicide or any attempt thereat; (sane or insane)
4. murder and assault or any attempt thereat
5. loss occasioned by war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, strikes, riots, civil commotion, civil war, rebellion, revolution, insurrection, conspiracy, terrorism, military or usurped power, martial law or state of siege, seizure, quarantine, or customs regulations or naturalization by or under the order of any government or public or local authority. This exclusion shall not be affected by any endorsement which does not specifically refer to it, in whole or in part. The application of the exclusion referring to martial law or state of siege is hereby waived for any territorial jurisdiction of the Republic of the Philippines.
6. nuclear radiation or radioactive contamination;
7. injury sustained while participating in amateur or professional athletics, local sports leagues or international tournaments, or any organized and scheduled amateur physical contact sport;
8. injury sustained while engaging in but not limited to mountaineering requiring the use of ropes or guides, skin diving employing the use of compressed cylinders, racing on wheels or horseback, skydiving from device for aerial navigation, hang gliding;
9. cave-in of mines;
10. loss of life or injury sustained as a direct result of, in connection with or attributable to the insured being under the influence of drug or alcohol.

PROVISIONS

Any sum short of one hundred percent (100%) which may be paid under Table of Benefits II (Permanent Disablement or Dismemberment) shall be accounted in diminution of the Capital Sum Insured, so that in the case of supervening death directly and necessarily resulting from one and the same bodily injury, the total amount payable by the Company for all claims under Table of Benefits I and II as a result of any one accident shall not exceed the amount payable in case of death under Section A of Table of Benefits I.

No indemnity will be paid under any circumstance for more than one of the losses specified in Table of Benefits II (Permanent Disablement or Dismemberment). In case of occurrence of losses indemnifiable under Table of Benefits II the Company shall pay only the indemnity corresponding to the greatest loss.

Medical Reimbursement Extension

The Company will indemnify the Insured named in the Schedule the actual expenses incurred for Medical or Surgical treatment but not exceeding the amount stated in the schedule as Medical Reimbursement.

Medical or Surgical Treatment shall mean that the Company will reimburse the actual expense incurred but not to exceed the aggregate amount payable stated in the Schedule as a result of any one accident when by reason of injury, the Insured shall require treatment by a legally qualified physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse.

However, if in respect of such Medical Expenses, the Assured shall recover any payment under any other insurance, Malayan Insurance Shall only be liable for the difference between such recovery and the cost of medical expense incurred, not exceeding the amount of benefit stated in the policy.

Burial Benefit Endorsement

The Company will indemnify the beneficiary named in the Schedule, in the event of death of the Assured the amount reflected on the schedule of coverage as financial assistance of the Company to the Assured's aggrieved family or relatives for burial expenses.

HOSPITALIZATION INSURANCE

PART I – DEFINITIONS

“Injury”, wherever used in this Policy, means bodily injury caused by an accident occurring while this Policy is in force to the person whose injury is the basis of claim and resulting directly and independently of all the other causes in loss covered by this Policy.

“Sickness”, wherever used in this Policy, means illness or disease which causes loss covered by the Policy contracted and commencing after the effective date of the Policy to the person whose illness or disease is the basis of claim.

“Physician”, wherever used in this Policy, means a person legally licensed to practice medicine and surgery other than the Insured or a member of the Insured's immediate family.

“Hospital”, wherever used in this Policy, means an establishment which meets all of the following requirements: (1) holds a license as a hospital: (2) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients: (3) provides 24-hour-a-day nursing service by registered or graduate nurses: (4) has a staff of one or more licensed physicians available at all times: (5) provides organized facilities for diagnosis and major surgical facilities: (6) maintains at least six (6) beds installed for 24-hour use by patients: and (7) is not primarily a clinic, nurse rest or convalescent home or similar establishment, and is not other than incidentally, a place for alcoholics or drug addicts.

“Insured”, wherever used in this Policy, means an eligible person named in application and accepted by the Company as insurance risks, and who is named in the Certificate of Cover and declared to the Company by the Policyholder.

“Policyholder” shall mean the name stated in the Policy Schedule and representing the various Insureds under the master policy.

PART II – HOSPITAL MONEY PLAN PROVISION BENEFITS

DAILY IN-HOSPITAL INDEMNITY

If, as result of covered sickness or injury due to an accident, the Insured shall be necessarily confined continuously on a 24-hour basis commencing while this Policy is in effect, within a hospital as resident patient under the professional care of a currently licensed physician or surgeon, the Company shall pay the Daily Hospital Income Benefits stated in the Policy with respect to such Insured for each day that the Insured shall be so confined therein up to the limit specified in the Policy Schedule in terms of (i) daily amount for every day of confinement, (ii) maximum number of days per confinement period, and (iii) aggregate number of days of confinement specified in the Policy Schedule, within the Policy period of three hundred sixty five (365) days.

Successive periods of hospital confinement due to the same or related causes shall be considered as one accident or sickness unless separated by at least six (6) consecutive months or the period specified in the Policy Schedule for successive periods of confinement, during which the Insured is not confined in a hospital as a result of such accident or sickness.

No insurance provided in this Policy shall become effective, as to the Insured, if at the time of issuance such person is

1. confined at a hospital,
2. disabled, or
3. receiving payment for a claim from an existing cover which this Policy succeeded.

Coverage provided under this Policy shall take effect thirty one (31) days after such confinement, disability or claims settlement without prejudice to and/or subject to the Policy provision on Pre-Existing Conditions.

INTENSIVE CARE UNIT BENEFIT

When as a result of injury or the commencement of Sickness, as Insured shall be necessarily confined within a Hospital as an inpatient in an Intensive Care Unit under the continuous attendance of currently licensed Physician, the Company will pay double the Daily Cash Benefit stated in the Schedule, for each day that the Insured shall be confined in the Intensive Care Unit, up to an annual aggregate limit of thirty

days or as specified in the Policy Schedule, per any one hospital confinement and within the Policy period of 365 days.

SURGICAL FEES BENEFIT

If on account of disease, any operation named in the following Schedule shall be performed on the Insured by a surgeon while this Policy is in force or during a period for which any other indemnity is payable under this Policy, the Company will pay the surgical expense of such operation not to exceed the Percentage of Maximum Surgical Benefit as set forth in the Schedule below.

If more than one surgical procedure is performed during the same operative session the highest Percentage of Maximum Benefit applicable to such procedures will be the only amount payable for all performed surgical procedures.

This Section attaches when coverage and sum insured limit is indicated in the Policy Schedule.

Surgical Operation	Percentage of Sum Insured
Abdominal and Pelvic Cavity; Cutting into abdominal or pelvic Cavity for diagnosis or treatment organs therein (except Curettage, Repair of perineal lacerations, or amputations of cervix)	100%
Curettage	10%
Repair of Perineal lacerations not immediate postpartum	25%
Amputation of cervix	25%
Amputation of;	
Thigh	100%
Leg, entire foot, arm, forearm, or entire hand	25%
Thumb, fingers, or toes, each (one entire phalanx)	5%
Breast:	
Amputation (complete, including extirpation of anxillary glands)	100%
Removal of cysts or benign tumors	10%
Abscess (furuncies excepted)	12%
Chest:	
Cutting thoracic cavity for diagnosis treatment (tapping excepted)	25%
Bronchoscopy, one or more	25%
Induction of artificial pneumothorax	12%
Paracentesis (tapping)	7%
Complete Thorecoplasty	100%
Ear, Nose or Throat Mastoidectomy	

- One Ear	35%
- Both Side	30%
- Tonsillectomy	12%
- Adenoidectomy	15%
Sinus operation by Cutting (puncture of antrum)	15%
Puncture of antrum, one or more	5%
Submucous resection or turbinectomy	12%
Eye:	
Any cutting operation into the eyeball (through the cornea of sclera)	25%
Removal of eyeball	25%
Any cutting operation on eye or eyelid	5%
Genito-Urinary Tract:	
Removal of tumors or stones in kidney, ureter, or bladder	50%
- by cutting operation	
- by transurethral method	12%
- Removal of kidney	100%
Structure of urethra	
- Open Operation	25%
- Intraurethral cutting operation	12%
- Removal of prostate by open operation	50%
- Removal of part of prostate by transurethral method	7%
- Cystoscopy (one or more)	8%
- Varicocele, cutting operation	8%
- Hydrocele, excision and treatment of sac (tapping excepted)	12%
Obstetrical	None
Goitre:	
- Thyroidectomy	100%
- Ligation of thyroid arteries only	25%

For any operation not listed herein, the Company will pay an amount based on a listed operation of comparable severity or gravity as determined by the Company.

SUCCESSIVE PERIODS OF HOSPITAL CONFINEMENT FOR THE SAME SICKNESS or ACCIDENT

If the named Insured is readmitted for confinement in a hospital for the same or related sickness or cause for which indemnity has been paid or payable under the Policy and such confinement is

1. within a period of six months, or
2. within the specified period in the Policy Schedule for successive confinement as the minimum period of separation or interval for hospital confinement for the same cause

then such readmission shall be considered as one and the same confinement period.

If subsequent confinement as an in-patient is separated by more than six (6) months or the period specified in the Policy Schedule for successive hospitalization periods, the confinement will be considered as a new period of confinement, and will be indemnified in accordance with the appropriate provisions of this Policy.

No benefit is provided under the Policy for hospital confinement due to the same illness or cause if such hospital readmission is six (6) months from the first confinement due to the same illness (or the period specified in the Policy Schedule) for successive hospitalization period.

FLYING COVERAGE

Coverage with respect to flying is limited to loss occurring while the Insured is riding solely as a passenger (not as an operator or crew member) in boarding or alighting from:

1. a certified passenger aircraft provided by a commercial airline or any regular scheduled for non-scheduled, special or chartered flight, and operated by a properly certified pilot flying between duly established and maintained airports, or
2. any transport type aircraft operated by the Military Airlift Command (MAC) of the United States of America or by the similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere in the world.

EXPIRATION OF COVER

Individual coverage under this form will expire when:

1. The Insured attains sixty-five (65) years of age, and if coverage is extended to family members and are named in the Policy,
2. His/her Spouse attains sixty-five (65) years of age,
3. His/Her Dependent attains nineteen (19) years of age or if a full-time student, attains twenty-three (23) years of age,
4. His/Her Dependent becomes married or is no longer primarily dependent on the Insured for support, or
5. The grace period has expired and renewal premium is not paid,

whichever occurs first.

TERRITORIAL LIMITS: Anywhere in the Philippines

TERMINATION OF COVERAGE

Upon any Insured attaining the age of sixty-five (65) years or upon the Insured's spouse ceasing to be the spouse of the Insured, such Insured shall no longer be eligible for renewal, and the coverage for such Insured shall terminate at the next renewal date; provided that, if the Company accepts premium applicable wholly or in part to any period of eligibility provided of this Policy, insurance provided hereunder will continue in force during such period and until the end of any period for which premium has been accepted. Default in the payment of the renewal premium shall invalidate this Policy.

PART III – EXCLUSIONS

This insurance under this Policy shall not cover and no payment shall be made for expenses in connection with:

1. Pregnancy resulting childbirth, miscarriage or diseases of the female reproductive system;
2. Routine physical or any other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance of a physician.
3. Intentionally self-inflicted injury or suicide whether sane or insane, or any attempt thereat;
4. Cosmetic or plastic surgery, any dental work, dental treatment, eye examination, except as a result of accident;
5. Any mental and nervous disorder or rest cures.
6. Treatment of drug addiction or alcoholism;
7. Sickness or disease occasioned by war, war-like operations, civil commotion, strike, civil war, revolution, rebellion, sabotage, terrorism, service in the armed forces;
8. Sickness or disease as a direct result of, in connection with, or arising from radiation and nuclear activity;
9. Congenital anomalies;
10. Treatment or surgery for tonsils, adenoid, hernia
11. Venereal diseases;
12. Murder and Provoked assault;
13. Acquired Immunology Deficiency Syndrome (AIDS)
14. Pneumonia except High Risk Pneumonia and Hospital Acquired Pneumonia (HAP) or Nosocomial Pneumonia
15. Dengue, Malaria, Japanese Encephalitis, Hepatitis A, B, C, D and E, Meningococcemia, Cholera, Influenza, Typhoid Fever, Severe Acute Respiratory Syndrome (SARS), and Middle East Respiratory Syndrome Coronavirus (MERS-Cov).
16. Widespread diseases, virus outbreak, epidemic or pandemic as declared by the Department of Health.
17. Pre-existing conditions as defined and enumerated in Part IV of this Policy.
18. If the claim falls within the parameters of Successive Periods of Hospital Confinement for the Same Sickness or Accident as mentioned in this Policy.

PART IV – PRE-EXISTING CONDITIONS

The Policy shall not cover any sickness contracted or injury sustained and any of its resulting complications by an Insured before the effective date of coverage unless such Insured has been covered under this Policy for twelve (12) consecutive months.

Pre-existing conditions is defined as a medical condition or physical condition (injury or sickness) which was in any way evident to the Insured before the effectivity of the Policy or the natural history/pathogenesis of such condition can be clinically determined to have started two (2) years prior to the effectivity date of coverage, whether or not the Insured is aware of such injury or sickness, or for which the Insured received treatment, or have consulted a physician for treatment or have been taking medications. A sickness or condition is considered to be in existence prior to the effective date of coverage in any of the following cases:

1. When any professional advice or treatment has been obtained or given for such sickness or condition prior to the said effective date of coverage.
2. Such sickness or condition was in any way evident to the Insured before the effectivity date of the Policy, or
3. The natural history/pathogenesis of such sickness or condition, and any of its resulting complications, can be clinically determined to have started prior to the effectivity date of coverage whether or not the Insured is aware of such sickness or condition.

PART V – GENERAL PROVISIONS

The Company shall have the right and opportunity to examine the person of an Insured when and as often as it may reasonably require during the pendency of claim hereunder.

All indemnities of this Policy are payable to the Insured. All indemnities unpaid at the time of the Insured's death shall be paid to insured's beneficiary, or, in the absence thereof, the same shall be paid to the insured's estate.

All accrued indemnity will be paid at the expiration of each week during the continuance of the period for which the Company is liable, and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of due proof.

No assignment of interest under this Policy shall be binding upon the Company unless and until the original or duplicate thereof is filed at a branch or the home office of the Company. The Company does not assume any responsibility for the validity of any assignment. No provision of charter, constitution or by-laws of the Company shall be used in defense of any claim arising under this Policy unless such provision is incorporated in full in this Policy.

HOUSEHOLD EMPLOYEE INSURANCE

A. HOUSEHOLD EMPLOYEE/S ACCIDENT and HOSPITALIZATION INSURANCE

The COMPANY undertakes to provide cover for Residence Employees of the ASSURED the following benefits under Personal Accident and Hospitalization Insurance of this policy. However, limit of benefit shall be as provided for in the Schedule. Subject further to the same terms and conditions as reflected in the Personal Accident and Hospitalization Insurance section of this policy.

B. HOUSEHOLD EMPLOYEE/S PROPERTY

The COMPANY will grant indemnity through the ASSURED for loss or damage caused by any of the perils covered under Property Insurance to clothing and personal effects (other than cash, currency notes, bank notes and stamps) of the ASSURED s residence employees, if and so far as such property is not otherwise insured, whilst in the Private Dwelling as described herein where such residence employees are residing with the ASSURED. However, this extension does not increase the sum insured indicated in the Schedule.

GENERAL POLICY CONDITIONS

This Policy, including its extension, clauses and warranties, are subject to the following Standard Conditions:

1. If there be any material misdescription of any property hereby insured, or of any building or place in which such property is contained or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the company shall not be liable upon this policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.
2. This policy including any renewal thereof and/or any endorsement thereon is not inforce until the premium has been fully paid to and duly receipted in the manner provided herein.

Any supplementary agreement seeking to amend this condition prepared by agent, broker or Company official shall be deemed invalid and of no effect.

No payment in respect of any premium shall be deemed to be payment to the company unless a printed form of receipt for the same signed by an official or duly appointed agent of the company shall been given to the insured, except when such printed receipt is not available at the time of payment and the company or its representative accepts the premium in which case a temporary receipt other than the printed form may be issued in lieu thereof.

Except only in those specific cases where corresponding rules and regulations which now are or may hereafter be in force provide for the payment of the stipulated premiums, in periodic installments at fixed percentages, it is hereby declared, agreed and warranted that this policy shall be deemed effective, valid and binding upon the company only when the premiums therefor have actually been paid in full and duly acknowledged in receipt signed by any authorized official or representative/agent of the company in such a manner as provided herein.

3. The insured shall give notice to the company of any insurance or insurances already effected or which may subsequently be effected, covering any property or properties consisting of stocks in trade, goods in process and/or inventories only hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated therein or endorsed on this policy pursuant to section 50 of the insurance code, by or on behalf of the company before occurrence of any loss or damage, all benefits under this policy shall be deemed forfeited, provided however that this condition shall not apply when the total insurance or insurances in force at the time of loss or damage is not more than Php200,000.00

4. All insurances under this Policy

- a. on any building or part of any building,
- b. on any property contained in any building,
- c. on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building,

shall cease immediately upon any fall or displacement

- i. of such building or of any part thereof,
- ii. of the whole or any part of any range of buildings or of any structure of which such building forms part,

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof of any property contained therein subject to increase risk of fire or is otherwise material.

AND PROVIDED, that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of building or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

5. This insurance does not cover:

- a. Loss or theft during or after the occurrence of a fire, unless such expected loss be the direct result of, or ultimately due and traceable to efforts to, rescue the insured property from the perils insured against which would have caused a loss.
- b. Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except in accordance with condition 8 (f), or by its undergoing any heating or drying process
- c. Loss or damage occasioned by or through or in consequence of
 - The burning of property by order of any public authority
 - Subterranean fire

6. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

- a. Earthquake, volcanic eruption or other convulsion of nature
- b. Typhoon, hurricane, tornado, cyclone or other atmospheric disturbances
- c. War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war
- d. Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit, or other proceedings where the company alleges that by reason of this condition, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

7. This insurance does cover:

- a. Loss or destruction of or damage to any property whatsoever or any loss or expenses 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.

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 arising from nuclear weapons material.

8. Unless expressly stated, the insurance does not cover:

- a. Goods held in trust or in commission
- b. Bullion or unset precious stones
- c. Any curiosity or work of art for an amount exceeding Php 200.00
- d. Manuscripts, plans, drawings, or designs, patterns, models or moulds
- e. Securities, obligations or documents of any kind, stamps, coined or paper money, cheques, book of account or other business books, computer system records
- f. Coal against loss or damage occasioned by its own spontaneous combustion
- g. Explosives
- h. Loss as a consequence of explosion (except explosion of gas used for illumination and domestic purposes)
- i. Forest Fires, Bush / Prairie / Jungle Fire, clearing of lands by fire
- j. Damage to electrical machines due to over-running, excessive pressure, short-circuiting, arcing, self-heating, or leakage of electricity from whatever cause unless fire ensues there from and liability shall be limited to actual damage by the ensuing fire

9. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

- a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- b. If the building insured or containing the insured property becomes unoccupied and so remain for a period of more than 30 days.
- c. If property insured be removed to any building or place other than in that which is herein stated to the insured.
- d. If the interest in the property insured passes from the Insured otherwise than by will or operation of law.

10. The insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would be, but for the existence of the Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

11. This Policy shall not be cancelled by or on behalf of the Company except in accordance with and pursuant to the provisions of Section 64 and 65 of the Insurance Code. In the event of such cancellation, the Company shall refund the paid premiums less the earned portion thereof to the assured, likewise, this Policy may be cancelled on the short rate basis set forth in the short rate cancellation table at the request of the Assured.

12. If this Policy is issued for a period less than one year or if this Policy is surrendered by the Insured for the cancellation, premium shall be charged or retained in accordance with the following scale of percentage of the annual rate:

5 days or less - 6%	Up to 4 months - 50%
Up to 10 days - 10%	Up to 5 months - 60%
Up to 15 days - 13%	Up to 6 months - 70%
Up to 20 days - 17%	Up to 7 months - 75%
Up to 1 month - 20%	Up to 8 months - 80%
Up to 2 months - 30%	Up to 9 months - 85%
Up to 3 months - 40%	Over 9 months - annual rate

13. The Insured shall give immediate written notice to the Company of any loss, protect the property from further damage, forthwith separate the damage and undamaged personal property, put in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and the amount of loss claimed; AND WITHIN SIXTY DAYS AFTER THE LOSS, UNLESS SUCH TIME IS EXTENDED IN WRITING BY THE COMPANY, THE INSURED SHALL RENDER TO THE COMPANY A PROOF OF LOSS, signed and sworn to by the Insured, stating the knowledge and belief of the Insured as to the following:

The time and origin of the loss, the interest of the Insured and all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this Policy, by whom and for what purpose any buildings herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground; and shall furnish a copy of all the descriptions and schedules in all policies and, if required, verified plans and specifications of any building, fixtures or machinery destroyed or damaged. The Insured, as often as may be reasonably required, shall exhibit to any person designated by the Company all that remains of any property herein described, and submit to examination under oath by any person named by the Company, and subscribe the same; and, as often as may be reasonably required shall produce for examination all the books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representative, and shall permit extracts and copies thereof to be made.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

14. On the happening of any loss or damage to any property insured by this policy, the Company may

- Enter and take and keep possession of the building or premises where the loss or damage has happened
- Take possession of or require to be delivered to it any property of the insured in the building or on the premises at the time of the loss or damage

- c. Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same
- d. Sell any such property or dispose of the same for account of whom it may concern

The powers conferred by this condition shall be exercisable by the company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur liability to the insured or diminish its right to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person acting in his behalf shall not comply with the requirements of the company or shall hinder or obstruct the company in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The insured shall not in any case be entitled to abandon any property to the company whether take possession of the company or not.

15. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
16. The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of loss or damage, or may join with any other Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so selects to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or cause to be done by the Company with a view to reinstatement, or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

17. The Insured, shall at the expense of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after its indemnification by the Company.
18. Subject to and in accordance with pertinent provisions of Condition No. 3 whenever applicable if at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage in which case the Company shall make a ratable return to the Insured of the premium pursuant to the provisions of Section 82 of the Insurance Code.

19. This is an open policy as defined in Section 60 of the Insurance Code. In the event of loss, whether total or partial, it is understood that the amount of the loss shall be subject to appraisal and the liability of the Company if established, shall be limited to the actual loss, subject to the applicable terms, conditions, warranties and clauses of this Policy, and in no case shall exceed the amount of the Policy.
20. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
21. The following provisions of Section 6 of the Arson Law shall form an integral part of this policy:
PRIMA FACIE EVIDENCE OF ARSON – Any of the following circumstances shall constitute prima facie evidence of arson.
- a. If the fire started simultaneously in more than one part of the building or establishment
 - b. If substantial amount of flammable substances or materials are stored within the building not necessary in the business of the offender nor for household use.
 - c. If gasoline, kerosene, petroleum or other flammable substances or materials soaked therewith or containers thereof or any mechanical, electrical, chemical or electrical contrivance designed to start a fire or ashes or traces of any foregoing are found in the ruins of premises of the burned building property.
 - d. If the building or property is insured substantially more than its actual value at the time of the issuance of the policy.
 - e. If during the lifetime of the corresponding fire insurance policy more than two fires have occurred in the same or other premises owned or under the control of the offender and/or insured.
 - f. if shortly before the fire, a substantial portion of the effects insured and stored in a building or property had been withdrawn from the premises except in the ordinary course of business.
 - g. If a demand for money or other valuable consideration was made before the fire in exchange for desistance of the offender or for the safety of the person or property of the victim.
22. All differences as to the amount of any loss or damage covered by this Policy shall be referred to the decision of the arbitrator 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 to do so by 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 by the arbitrator or arbitrators or umpire shall be a condition precedent to any right of action against the Company, only in cases of differences as to amount of the liability arising out of this Policy.
23. The provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads: "In case an extra ordinary 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", shall not apply in determining the extent of liability under the provisions of this Policy.
24. The amount of insurance shall be reduced automatically by the amount of any claim paid under this Policy.
25. Every notice and other communication to the Company required by these conditions must be written or printed.
26. Renewal Clause- Unless the Company at least forty-five days in advance of the end of the policy period mails or delivers to the Assured at the address shown in the policy notice of its intention not to renew the Policy or to condition its renewal upon reduction of limits or elimination of coverages, the

Assured shall be entitled to renew the Policy upon payment of the premium due on the effective date of renewal.

27. Action or Suit Clause – 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 of 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 or umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
28. Changes in Policy Clause- None of the provisions, conditions and terms of this Policy shall be waived or altered except by endorsement signed or initialled by an authorized official of the Company and issued whenever applicable in accordance with the provisions of Section 50 of the Insurance Code.
29. Settlement of Claim Clause – The amount of any loss or damage for which the Company may be liable, under this Policy, shall be paid within thirty days after proof of loss or damage is received by the Company and ascertainment of the loss or damage is made either by agreement between the Insured and the Company or by arbitration; but if such ascertainment is not had or made within sixty days after such receipt by the Company of the proof of loss, then the loss or damage shall be paid within ninety days after such receipt. Refusal or failure to pay the loss or damage within the time prescribed herein will entitle the Assured to collect interest on the proceeds of the Policy for the duration of the delay at the rate of SIX PERCENT PER ANNUM, unless such failure or refusal to pay is based on the grounds that the claim is fraudulent.

CONFISCATION OF OBJECT OF ARSON – The building which is the object of arson including the land of which is situated shall be confiscated and escheated to the State, unless the owner thereof can prove that he has no participation in nor knowledge of such arson despite the exercise of due diligence on his part.

War, Terrorism and Sabotage Exclusion Endorsement

“Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) Any act of Terrorism or Sabotage

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

Terrorist groups or organizations include, but are not limited to, any organization, association, or group of persons classified and/or declared as terrorists or outlawed organizations by competent courts in the Philippines, the Department of Interior Local Government, the Department of National Defense, the Department of Justice, Local Government Units, any Philippine government agency or official charged with law enforcement, and/or those declared/classified as such by the International

Anti-Money Laundering Council or the United States of America Department of State's Bureau of Counter-Terrorism.

The Assured expressly and unconditionally agrees that any of the following circumstances shall be sufficient basis to establish that such is an act of Terrorism and/or of a Terrorist group or organization, and therefore the claim on which it is based is non-compensable and/or deniable:

1. A declaration by a duly elected or appointed government official that the cause of the loss and/or damage as an act of Terrorism, or as an act perpetrated by a person or persons identified with terrorist groups.
2. Any report from the Department of Interior and Local Government, Department of National Defense, Department of Justice, or any government agency or official charged with law enforcement, declaring such act as one of terrorism, or perpetrated by person/s identified with a terrorist group. In case of conflict between the reports issued by any of these Departments or their agencies, the report pronouncing that the act is one of terrorism, or perpetrated by person/s identified with a terrorist group, shall prevail.
3. A statement issued by any person or persons claiming responsibility for the act which caused the loss and/or damage, and such person or persons are associated, affiliated, identified or a member of a terrorist group/s. Such statement/s shall be sufficient evidence of terrorism even if the person or persons issuing the statement will neither testify in court to identify such statement/s nor execute any sworn statement identifying the same.
4. A demand for money, revolutionary tax or other valuable consideration is made before or after the act or acts which caused the loss and/or damage, and such demand is in exchange for the desistance of the offender or for the safety of the person or property of the victim, and the demand is made by a person or persons associated, affiliated, identified or a member of a terrorist group/s.

The Assured acknowledges and confirms that he has read and thoroughly understood this endorsement, and that in case of denial, there is no need for the Insurer to present any other proof other than any of the mentioned (1) declaration, (2) report, (3) statement or (4) demand.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect."

Residential Occupancy Warranty

Warranted that the premises to which this insurance applies shall be occupied solely as dwelling and that no manufacturing, storage or trading of goods for commercial purposes shall be carried out within said premises.

Breach of this condition renders this policy null and void.

Class A Building Construction Warranty

Warranted that outer walls of the building shall be made of concrete, concrete hollow blocks, reinforce concrete, glass and/or metal, and roof

shall be made of galvanize iron sheets, long-span roof and/or concrete roof deck, with not presence of wood or light materials.

Violation of this warranty shall make the policy null and void.

Documentary Stamp Tax Clause

Under pertinent regulations of the Bureau of Internal Revenue, liability for documentary stamp tax (DST) accrues upon issuance of the insurance policy. Hence, in the event of policy cancellation, liability for the DST subsists and the same shall be chargeable to the assured. Therefore, payment of the corresponding DST is immediately due and payable, i.e., "cash & carry" basis, as soon as the assured receives a copy of the policy."

Data Privacy

It is hereby declared that as a condition precedent to the liability of the Company, the Insured has agreed that any personal information collected or held by the Company is provided and may be held, used and disclosed by the Insured to individual/organizations associated with the Company or any selected third party (within or outside the country where the Insured is domiciled) for the purposes of processing the application and providing subsequent services to the Insured for such purposes. The Insured has the right to obtain access to and to request correction of any personal information held by the Insurer concerning the Insured.