



PERSONAL ACCIDENT INSURANCE POLICY

Whereas the Insured has by the proposal and declaration which are hereby made a part of this policy applied to the CORPORATE GUARANTEE AND INSURANCE COMPANY (hereinafter called "the Company") for the insurance hereinafter defined.

Now this Policy witnesseth that, subject to the payment by the insured of the sum shown in the schedule the first premium for the period of insurance stated herein, if at anytime during the said period or any subsequent period for which the Insured shall have paid and the Company accepted a renewal premium, the premium shall sustain bodily injury caused by violent accidental external and visible means which injury shall solely and independently of any other cause result in his death or disablement as hereinafter defined or necessitate medical surgical treatment as hereinafter defined, the Company will subject to the terms, provisos and conditions of and endorsed on this Policy (which terms, provisos and conditions shall so far as the nature of them respectively will permit be deemed conditions precedent to the right to recover under this policy), pay to the Insured, the sum or sums of money specified in the Tables of Benefits.

The provisions printed and written by the Company on the succeeding pages hereof form a part of this Contract as fully as if stated over the signature hereto affixed.

IN WITNESS WHEREOF, the CORPORATE GUARANTEE AND INSURANCE COMPANY has caused this Policy to be signed by its Authorized Officer, at the City of San Fernando, Pampanga, Philippines as of date of issue above indicated.

Documentary Stamps to the value stated above have been affixed and properly cancelled on the office copy of this Policy.

IMPORTANT NOTICE

The Insurance Commissioner, with offices in Manila, Cebu and Davao, is the Government official in charge of the faithful execution and enforcement of all laws relating to insurance and has supervision over insurance companies. The office is ready at all times to render assistance in settling any controversy between an insurance company and a policyholder relating to insurance matters.

CORPORATE GUARANTEE (A NON-LIFE INSURANCE COMPANY)

By :
Authorized Signatory

POLICY CONDITIONS

TABLE OF BENEFITS- 1

BODILY INJURY caused by violent accidental external and visible means which injury shall solely and independently of any other cause result in: attempting the performance of in:

- A. Death occurring within twelve calendar months of bodily injury as aforesaid.
- B. Permanent Disablement occurring within twelve calendar months of bodily injury aforesaid and not followed within twelve calendar months of the said bodily injury by the death of the insured: the percentages in Table of Benefits II of.
- C. 1. Total Disablement temporarily from engaging in or giving attention to profession or occupation: Weekly Compensation for such disablement at the rate of
2. Partial Disablement temporarily from engaging in or giving attention to profession or occupation: Weekly Compensation for such disablement at the rate of one-third of benefit – C.1
- D. Medical and Surgical treatment for such injury: Indemnity for the expenses of such treatment incurred by the Insured subject to a Limit in respect of Any One Accident.

Compensation under benefits C.1 and C.2 either separately or together shall not be payable for a longer period than 100 weeks in respect of any one injury calculated from the date the Insured was first examined by a duly qualified Medical practitioner. The Insured shall for the purpose of this Policy be considered partially disabled under benefit C.2 when able to attend to some extent to his profession or occupation but unable to attend to a substantial part thereof:

TABLE OF BENEFITS – II PERMANENT DISABLEMENT	PERCENTAGE OF THE SUM SPECIFIED IN BENEFITS B.
DESCRIPTION OF DISABLEMENT	OF TABLE OF BENEFITS I
Loss of two limbs	100%
Loss of both hands, or all fingers and both thumbs	100%
Loss of both feet	100%
Total Loss of sight of both eyes	100%
Injuries resulting in being permanently bedridden	100%
Any other injury causing total disablement	100%
Loss of arm at or above elbow	70%
Loss of arm between elbow and wrist	50%
Loss of hand	42.50%
Loss of four fingers and thumb of one hand	42.50%
Loss of four fingers	35%
Loss of thumb	15%
Loss of index finger	10%
Loss of middle finger	6%
Loss of ring finger	5%
Loss of little finger	4%
Loss of metacarpals-first or second (additional)	3%
Third, fourth, or fifth (additional)	2%
Loss of leg of or above knee	60%
Loss of leg below knee	40%
Loss of one foot	40%
Loss of toe	15%
Loss of big toe	5%
Loss of any toe other than the big toe, each	1%
Loss of sight of one eye	30%
Loss of hearing-both ears	50%
One ear	7%

Total Permanent loss of the use of a member shall be treated as loss of such member.

The loss of the first joint of the thumb or any other finger or of any toe shall be considered as equal to the loss of one half of the thumb or finger or toe and the benefit shall be one-half of the benefit specified in the table above for the loss of the thumb or finger or toe.

The loss of more than one phalange of the thumb or any other finger or of any toe shall be treated as a loss of the entire thumb or finger or toe.

Where, however, there is loss of two or more parts of the hand, the percentage payable shall not be more than the loss of the whole hand.

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

The Aggregate of all percentages payable in respect of any one accident shall not exceed 100%.

PROVISOS

1. This Policy shall not extend to cover :

(A) Death or disablement occasioned by or happening through:

- (i) War, Invasion, Acts of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or stage of siege. Violence occurring in any Assembly or Demonstration, Civil Commotion, Riots, Strike, Military or Popular Rising.
- (ii) Suicide or Attempted Suicide (sane or insane), Hernia, Alcoholism, Venereal Disease or Insanity.
- (iii) Earthquake, Volcanic Eruption or Tidal Wave.
- (iv) Any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war.

(B) Death or disablement caused by murder, assault or homicide or any attempt thereat.

(C) Death or disablement occurring whilst the Insured is traveling in an aircraft other than one licensed for public passenger service and operated by a regular Air Line on a published schedule flight over a regular air route between two definitely established airports and in which the insured is traveling as a ticket-holding passenger.

(D) Death or disablement consequent upon the Insured engaging, whether for sports or otherwise, in hunting, racing of all kinds, steeple-chasing, polo playing, motor cycling (including pillion riding and/or driving a motorcycle, motor scooter, motor bicycle or any other two-wheeled motor vehicle having one or more riding saddlers), mountaineering, winter sports, ice hockey, football, or yachting or using woodworking machinery driven by mechanical power.

(E) Death or disablement occasioned by or happening through pregnancy or childbirth with respect to women.

(F) Death or disablement caused while the Insured is performing or attempting the performance of an unlawful act.

2. Compensation shall be payable only when the entire amount of the claim shall have been ascertained and proved to the satisfaction of the Company.

3. In the event of death of the Insured all sums of money payable under this Policy shall be paid to the legal personal representative of the Insured except that compensation for death under Benefit A of Table of Benefits shall be paid to the beneficiary(ies) designated in the Schedule thereto whose receipt for such compensation for death shall be final and full discharge of the liability of the Company therefore.

4. Accidental death and dismemberment benefits shall be payable even if the loss occurs One Hundred Eighty (180) days from the date of the accident.

5. All accident and Health Insurance policy with an annual coverage shall contain a free-look period of not less than five (5) days and a provision on return of full premium.

6. "In the event of any controversy or claim arising out of or relating to this contract, or a breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the Insurance Commission or any recognized mediation institution under its Mediation Rules, before resorting to arbitration, litigation or some other dispute resolution procedure. "or;

"In the event of any controversy or claim arising out of or relating to this contract, or a breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the (provide the name of the mediation center) under its Mediation Rules. If settlement is not reached within [60 days] after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the (name of the mediation body or center)."

CONDITIONS

1. Written notice shall be given to the Company without unnecessary delay but in any event within three weeks of the occurrence of the injury in respect of which a claim is to be made. In event of accidental death, immediate notice thereof must be given to the Company.
2. All certificates, information and evidence required by the Company shall be furnished at the expense of the insured or his legal personal representative and shall be in such form and of such nature as the Company may prescribe. The Insured as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury. The Company shall in case of the death of the Insured be entitled to have a post mortem examination at its own expense. The Insured shall as soon as possible after the occurrence of any injury obtain and follow the advice of a duly qualified medical practitioner and the Company shall not be liable for any consequence arising by reason of the Insured's failure to obtain or follow such advice and used such appliances or remedies as may be prescribed.
3. The Insured shall give immediate notice in writing to the Company of any change in his address or in his profession or occupation or of the effecting of other insurances except Coupon against accident disease or sickness and on tendering any premium for the renewal of this policy shall give notice in writing to the Company of any disease, sickness, physical defect or infirmity with which he has become affected or of which he has become aware since the payment of the preceding premium.
4. This policy may be renewed from term to term, subject to the consent of the Company, by issue of the renewal certificate by the Company and by payment of the premium in advance at the Company's premium rate in force at time of renewal. The policy shall be renewable after the end of the period of insurance which the Principal Insured attains the age of 65 years. The Company may at any time give notice to the Insured to terminate this Policy forthwith without prejudice to the rights of the Insured in respect to prior injury provided that the Company return to the Insured the last premium paid by him less a pro-rata part thereof for the period of the year for which the Policy has been in force. Notice to be given to the Company may be given personally to the Insured in writing or send by registered post addressed to him at his last address known to the Company. By

like notice to the Company the Insured may at any time terminate and cancel this Policy in which case the Company will retain the customary short period rate for the time the Policy has been enforced.

5. No assignment of the benefits of this Policy shall be binding upon the Company unless and until the originals or a duplicate thereof is filed with the Company. The Company does not assume any responsibility for the validity of any assignment. No change of Beneficiary under this policy shall bond the Company unless consent thereto is formally endorsed hereon by the Company.
6. If any difference or dispute shall arise with respect to the amount of the Company's liability under this Policy, the same shall be referred to the decision of a single arbitrator to be agreed upon by both parties, or failing such agreement of a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within two calendar months after having been required in writing so as to do by either of the parties, and in case of disagreement between the arbitrators, to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and the cost incidental to the reference shall be dealt with in the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the Company's liability hereunder, if disputed shall be first obtained. If a claim be made and rejected and an action or suit be not commenced within twelve (12) months after such rejection or (in case of an arbitrator taking place as provided herein) within twelve months after the arbitrators or umpire shall have their award, then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.
7. IT IS HEREBY DECLARED AND AGREED that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads: 'In case an extraordinary inflation or deflation of the currency stipulated should supervene the value of the currency at the time of the establishment of the obligation shall be the basis of payment'... shall not apply in determining the extent of liability under the provisions of this Policy.
8. It is hereby further understood and agreed that in the event of a claim, an Insured, who is covered by two or more policies with the Company shall not recover, nor the Company make payment for more than what would have been recoverable if all the benefits in the different policies have been covered under one policy.
9. Renewal Clause: Unless the Company at least 45 days in advance of the end of the Policy 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 date of renewal.

No alteration to this Policy will be held valid unless the same is countersigned by the insured in accordance with Section 50 of the Insurance Code or initiated by an Authorized Officer of the Company.

SHORT PERIOD RATE SCALE

This following scale of rates shall apply to policies issued or renewed for less than one (1) year and shall also be used in calculating return premium on policies cancelled and not replaced.

1 month or less	20% of the Annual Rate
2 months	30% of the Annual Rate
3 months	40% of the Annual Rate
4 months	50% of the Annual Rate
5 months	60% of the Annual Rate
6 months	70% of the Annual Rate
7 months	75% of the Annual Rate
8 months	80% of the Annual Rate
9 months	85% of the Annual Rate
10 months	90% of the Annual Rate
11 months	95% of the Annual Rate

REMINDER:

For your own protection you are requested to read this policy in full, including its conditions, and if it is not in accordance with your intention, please return it immediately for correction.

FOR SAMPLE PURPOSES ONLY

WARRANTIES AND CLAUSES

FRAUD WARNING CLAUSE

“Section 251 of the Insurance Code of the Philippines, as amended, imposes a fine not exceeding twice the amount claimed and/or imprisonment of two (2) years, or both, at the discretion of the court, to any person who presents or causes to be presented any fraudulent claim for the payment of loss under a contract of insurance, and who fraudulently prepares, makes or subscribes any writing with intent to present or use the same, or to allow it to be presented in support of any claim.”

SPECIAL COVERAGE

ACCIDENTAL DEATH, DISABLEMENT, AND DISMEMBERMENT

Provides a lump sum benefit to the designated beneficiary in the unfortunate event of your Kasambahay's death due to accident and permanent disability.

ACCIDENT MEDICAL REIMBURSEMENT

Reimbursement for all the necessary medical expenses incurred for the treatment of bodily injuries resulting from an accident up to the limit specified.

UNPROVOKED MURDER AND ASSAULT

Offers coverage in the unfortunate event of death or injury due to unprovoked murder and assault.

PET BITE MEDICAL EXPENSE BENEFITS

Reimburse medical cost if your kasambahay is injured by a pet bite.

BURIAL BENEFITS

Provides financial assistance for burial expenses in the event of death.

MANDATORY CLAUSE

POLITICAL RISK EXCLUSION CLAUSE

Any loss or damage occasioned by or through or in consequence, directly or indirectly, or any of the following occurrences, namely:

- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
- Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- Mutiny, civil commotion assuming the proportions of or amounting to, a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
- Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this provision "terrorism" shall mean the use of violence for political ends and shall include any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding in which the Company alleges that by reason of these provisions any loss or damage is not covered by this Agreement, the burden of proving that such loss or damage is covered shall be upon the Insured.

WAR AND CIVIL WAR EXCLUSION CLAUSE

This Insurance does not cover any liability assumed by the Company for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of

or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

TERRORISM EXCLUSION ENDORSEMENT

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

For the purpose of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the 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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the insurance company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

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

POLLUTION/CONTAMINATION EXCLUSION CLAUSE

This agreement excludes any loss arising from Pollution or Contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- Pollution or contamination which itself results from a peril insured against
- Any peril insured against which itself results from a pollution or contamination.

This agreement also excludes any liability in connection with disposed or dumped waste materials or substances.

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (1994) WORLDWIDE EXCLUDING USA AND CANADA)

This contract shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this insurance Nuclear Energy Risks shall be defined as all first party and/or third party insurances or reinsurances (other than Workers' Compensation and/or Employers' Liability) in respect of:

i. All Property on the site of a nuclear power station Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station
ii. All Property, on any site (including but of limited to the sites referred to in (i) above) used or having been used for:-

1. The generation of nuclear energy; or
 2. The Production, Use or Storage of Nuclear Material
- iii. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- iv. The Supply of goods and services to any of the sites, described in (i) to (iii) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material

Except as undernoted, Nuclear Energy Risks shall not include: -

(1) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (i) to (iii) above (including contractors'; plant and equipment).

(2) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (1) above. Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material. However, the above exemptions shall not extend to: -

1. The provision of any insurance or reinsurance whatsoever in respect of: -

a. Nuclear Material;

b. Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or — for reactor installations — as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

2. The provision of any insurance or reinsurance for the undernoted perils: -

a. Fire, lightning, explosion;

b. Earthquake;

c. Aircraft and other aerial devices or articles dropped therefrom;

d. Irradiation and radioactive contamination

e. Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association

In respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:

i.) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission, outside a Nuclear Reactor, either alone or in combination with some other material; and

ii.) Radioactive Products or Waste

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

i. Any Nuclear Reactor;

ii. Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and

iii. Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

i. For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its support and shrouding) and all the contents thereof, the fuel elements, the control rods and irradiated fuel store; and

ii. For non-reactor nuclear installations, any area where the level of radioactivity requires the provision of a biological shield.

ELECTRONIC DATE RECOGNITION CLAUSE

SECTION 1:

This does not cover any loss, damage, cost, claim or expense, whether preventive remedial or otherwise, directly or indirectly arising out of relating to:

- i. The calculation, comparison, differentiation, sequencing or processing of data involving the date to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip. Integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not;
- ii. Any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculation, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

SECTION 2:

Notwithstanding Section 1 above, this does not cover any costs and expenses, whether preventive, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

SECTION 3:

The date change to the year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purposes of this.

ASBESTOS EXCLUSION CLAUSE

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of resulting from or in consequence of asbestos, in whatever form or quantity.

PROPERTY DAMAGE CLARIFICATION CLAUSE

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Property damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this Agreement:

- a.) Loss or damage to data or software, in particular any detrimental change in data, software or computer programme that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- b.) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programme and any business interruption losses resulting from such loss or damage.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to that insurer.