



Liberty Insurance

#LiveWorryFree

Liberty Insurance Corporation
JCS Building, 119 Dela Rosa corner
C. Palanca Sts., Legaspi Village,
Makati City, Philippines

Telephone: 8819-1961 to 66
Fax: 8818-8639 / 8819-5217
Email: info@libertyinsurance.com.ph
Website: www.libertyinsurance.com.ph
VAT. Reg. TIN: 000-471-488-00000

Date Issued **09/25/2024**

PERSONAL ACCIDENT

POLICY # **GPA-0000000234**
Iss. Office **BSFPAM**

Name and address of insured

POLYTECHNIC UNIVERSITY OF THE PHILIPPINES
PUP MAIN CAMPUS, STA. MESA, MANILA

PREMIUMS

ACCIDENT	1,097,135.03
Total Premium	1,097,135.03
Doc. Stamps	200.00
VAT / Prem. Tax	21,942.70
Local Gov't. Tax	2,194.27
TOTAL AMOUNT DUE P	1,121,472.00

Period of Insurance from **09/10/2024 12:00 PM** to **09/10/2025 12:00 PM**

DATE OF BIRTH : REFER TO THE ATTACHED FILE

OCCUPATION : STUDENTS / BOARD OF TRUSTEES / REGULAR TEACHING STAFF AND NON-TEACHING STAFF AND CASUAL STAFF UP TO 60 Y/O

COVERAGES : 86,400 - TOTAL NUMBER OF STUDENTS @ 12.98
1,500 - BOARD OF TRUSTEES / REGULAR TEACHING STAFF / NON-TEACHING STAFF AND CASUAL STAFF (FREE OF CHARGE)
87,900 - TOTAL

ACCIDENTAL DEATH & DISABLEMENT	:	50,000.00
UNPROVOKED MURDER & ASSAULT	:	50,000.00
ACCIDENTAL MEDICAL REIMBURSEMENT	:	10,000.00
ACCIDENTAL BURIAL BENEFIT	:	7,500.00
ANESTHESIOLOGIST/SURGEON FEE	:	2,000.00
DAILY HOSPITAL CONFINEMENT DUE TO ACCIDENT MAX OF 30 DAYS AND DUE TO ILLNESS MAX OF 15 DAYS	:	275.00/DAY
FIRE CASH ASSISTANCE	:	7,500.00

When injury results in any of the following losses within 180 days after the date of the accident, the Company will pay for the loss of: **PERCENTAGE OF PRINCIPAL SUM**

Total and permanent disablement from engaging in or Attending to employments or occupations of any Kind and every kind	:	100%
Total and permanent loss of all sights in both eyes	:	100%
Total loss by physical severance or total and permanent Loss of use of:	:	
Two limbs	:	100%
Both hands	:	100%
Arm above the elbow	:	100%
Arm below the elbow	:	50%
One hand at wrist	:	50%
Leg above the knee	:	50%
Leg at or below the knee but above ankle	:	50%
Sight of one eye except perception of light	:	50%
Lens of one eye	:	50%
Thumb and four fingers of one hand	:	50%
Four fingers of one hand	:	40%
Thumb (both phalanges)	:	25%
(one phalanx)	:	10%



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Index finger (three phalanges)	:	15%
(two phalanges)	:	10%
(one phalanx)	:	6%
Middle finger (three phalanges)	:	10%
(two phalanges)	:	6%
(one phalanx)	:	3%
Ring finger (three phalanges)	:	8%
(two phalanges)	:	5%
(one phalanx)	:	3%
Little finger (three phalanges)	:	6%
(two phalanges)	:	4%
(one phalanx)	:	2%
Metacarpals –first or second (additional)	:	3%
- third, fourth & fifth (additional)	:	2%
One foot and one ankle	:	50%
Toes – all of one foot	:	17%
Great toe (two phalanges)	:	5%
(one phalanx)	:	3%
Any other toe	:	3%
Total and Permanent loss of:		
Hearing in both ears	:	75%
Hearing in one ear	:	38%
Speech	:	50%

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

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

The aggregate of all percentage payable in respect of any one accident shall not exceed 100%.

SUBJECT TO COMMERCIAL AIR RIDER (PART III – AIR TRAVEL)

The insurance afforded with respect to accidental bodily injuries shall also apply while the insured person is riding solely as a passenger, not as an operator or crew member, in or on, boarding or alighting from:

- (i) a certificated passenger aircraft operated by a regularly established commercial airline on any regularly scheduled, special or chartered trip;
- (ii) a transport aircraft operated by the Military Air Transport Service (MATS) of any country.

Such injuries shall be deemed to include accidental injuries sustained in consequence of being struck of any aircraft.

Except as provided above, the insurance afforded with respect to accidental bodily injuries shall not apply to any flight or attempted flight as a passenger or otherwise in any vehicle or device for serial navigation nor to participation in any aviation speed contest, nor to any flight for test or experimental purpose.

BURIAL EXPENSE ENDORSEMENT

When injury results in accidental death of the Insured person within 180 days of the accident, the Company will pay the actual Burial expenses incurred but not to exceed the maximum amount stated in the policy

INCLUSION OF UNPROVOKED MURDER OR ASSAULT

IT IS HEREBY DECLARED AND AGREED that the Principal Sum for loss of life caused by or resulting from Unprovoked Murder or Assault is P50,000.00 notwithstanding the Principal Sum stated under "Schedule of Coverage" of this Policy itself or as amended by other endorsement to the Policy and at the Principal Sum for Dismemberment or Loss of Sight caused by or resulting from Assault is hereby reduced in the same proportion that the Principal Sum stated above bears to the Principal Sum stated under "Schedule of Coverages" or as amended by endorsement to the Policy.

However, there shall be no recovery hereunder if the murder or assault occurs in any of the following provinces or places:

- | | |
|------------------------------|-----------------------------|
| South Basilan | Misamis Oriental/Occidental |
| North & South Cotabato | Agusan del Sur |
| Sulu Archipelago | Sultan Kudarat |
| Zamboanga del Norte/Sur | Maguindanao |
| Davao del Norte/Sur/Oriental | |



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DISEASE, EPIDEMICS, PANDEMICS, BIOLOGICAL AND CHEMICAL WEAPON EXCLUSION CLAUSE

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

1. Any type/kind of disease;
2. Epidemics, pandemics of any kind;
3. Chemical, biological, bio-chemical, or electromagnetic weapon of any kind

This clause also excludes loss, damage, cost or expense of whatsoever nature directly, indirectly or remotely caused by, resulting from or in connection with any action taken in testing, monitoring, controlling, preventing, suppressing, finding cure/vaccine or in any way relating to (1), (2) and/or (3) above.

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

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

IMPORTANT NOTICE

We would like to remind all clients that all taxes should be paid immediately upon receipt of the policy. This is in accordance with BIR Revenue Regulation (RR) Number 9-2000 dated August 31, 2000, BIR Revenue Regulation (RR) Number 15-2001 dated October 16, 2001 and Insurance Commission's Circular Letter Number 7-2002 directed to insurance companies to remit taxes within the month of issuance.

NO REFUND OF DOCUMENTARY STAMPS on flat or pro rata cancellation will be entertained. Moreover, full payment of documentary stamps is required and deemed payable for policies issued but not taken up.

For strict compliance.

Thank you for your continuous support and understanding.

GENERAL EXCLUSIONS:

This policy shall not cover:

1. Death or disablement or bodily injury, occasioned or happening through:
 - a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), Civil War, Rebellion, Insurrection, Mutiny, Military or Usurped Power, violence occurring in any Assembly or Demonstration, Civil Commotion, Riots, Strikes, Military or Popular Rising and Terrorism.
 - b. Suicide, Attempted Suicide (whether felonious or not, sane or insane), Hernia, alcoholism, intoxication from drugs, intentional self-injury, diseases or infections (except pyogenic infections which shall occur through an accidental cut or wound).
 - c. Poison or any poisonous substance accidentally or otherwise taken, administered, absorbed or inhaled during addiction and the like.
 - d. Act of Nature
 - e. Employment of engaging in the following occupation: Acrobat, Asylum Attendant, Aviator, Boiler man, Detective, Diver, Sailor/Seaman, Secret Service, Law enforcing agent/military personnel, security guards, underground workers, Pilots or air force personnel. However, if it can be established to the Company's satisfaction by the claimant that the accident occurred outside of the performance of the foregoing excepted professions, the Company hereby agrees to pay the claimant the sum specified in our coverage.
 - f. Any weapon or instrument employing atomic fission, radioactive force, whether in time of peace or war.
 - g. Performing or attempting the performance of an unlawful act.
 - h. Engaging or performing any exhaustively physical, extraneous or hazardous sports or activities. Extraneous or hazardous activities/sports is defined under the Policy as any activity that involves chance or adventure increasing peril or putting at risk and in jeopardy the life of an insured person while exhaustively physical activities are those activities that excessively require intense physical effort. This includes professional athletes, acrobats, extreme sportsman, automobile racing drivers, stuntmen, aviators, boiler men, explosive makers, sawmill workers, loggers and the like.



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2. Death or disablement or bodily injury, occurring whilst the insured is traveling in an aircraft other than the one license for public passenger service and operated by a regular Airline on a published scheduled flight over a regular air route between two definitely established airports in which the insured is traveling as a ticket-holding passenger.
3. Death or disablement or bodily injury consequent upon the insured engaging in hunting, racing of all kinds, steeple chasing, polo playing, mountaineering, winter sports, ice hockey, football, yachting, or using wood working machinery driven by mechanical power, as a type of sport hobby or for any other purposes.
4. Death or disablement or bodily injury occasioned by or happening through pregnancy or childbirth, any form of illness, diseases, disabilities.
5. Death, disablement or bodily injury whilst attempting to do or doing an illegal activities or operation.

Remarks : SFP56 4369402496

LIBERTY INSURANCE CORPORATION

ANTONIO RODERICK B. CABUSAO
Vice President





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PERSONAL ACCIDENT INSURANCE

Whereas the Insured has by proposal and declaration which are hereby made a part of this policy applied to Liberty Insurance Corporation (hereinafter called the "Company") for the insurance hereinafter defined.

In consideration of the payment by the insured of the sum in the schedule as the first premium for the period of insurance stated herein, if at any time during the said period or any subsequent period for which the Insured shall have paid and the Company accepted a renewal premium, agrees with policyholders that should the eligible persons Insured herein shall sustain: (1) 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; or (2) accident that results in hospital confinement or necessitate medical and surgical treatments hereinafter defined, the Company will subject to the terms and conditions of and endorsed on this Policy, pay to the Insured, the sum or sums of money specified in the Table of Benefits.

DEFINITIONS

- (a) Air Travel – means being in or on boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
- (b) Loss of a Limb – means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.
- (c) Total Disablement – means disablement which entirely prevents the Insured Person from attending to his business or occupation of any and every kind or if he has no business or occupation from attending to his usual duties.
- (d) Partial Disablement – means disablement which entirely prevents an Insured Person from attending to a substantial part of his business or occupation or, if he has no business or occupation from attending to a substantial part of his usual duties.
- (e) Permanent – means lasting twelve calendar months from the date of the accident and being beyond hope of improvement in the state of medical and scientific knowledge at the expiration of this period.
- (f) Insured – wherever used in this policy shall mean the Applicant as stated in the Application.
- (g) Schedule and Application – wherever used in this policy shall mean the application and the schedule set forth thereon which is attached hereto and which forms a part of this policy as fully as thought it appeared over the signatures hereto affixed.
- (h) Injury – wherever used in this policy means accidental bodily injury occurring while this policy is in force to the Insured Person whose injury is the basis of claim, and resulting directly and independently of all other causes of loss covered by the Policy.
- (i) Physician – wherever used in this policy means a person legally licensed to practice Medicine and surgery other than the Insured Person or a member of the Insured Person's immediate family.
- (j) Burial Expense – when injury results in accidental death of the Insured person within 180 days of the accident, the Company will pay the actual Burial expenses incurred but not to exceed the maximum amount stated in the policy.
- (k) Hospital – wherever used in this policy means an establishment which meets all of the following requirements:
 - (1) Holds a license as a hospital, if licensing is required in the country or governmental jurisdiction;
 - (2) Operates primarily for the reception, care and treatment of the sick; ailing or injured persons as in-patients;
 - (3) Provides a 24 hours a day nursing service by registered or graduate nurses;
 - (4) Has a staff of one or more physicians available at all times;
 - (5) Provides organized facilities for diagnosis and major surgical procedures;
 - (6) Is not primarily a clinic, nursing, rest or convalescent home or similar establishment; and
 - (7) Maintains x-ray equipment and operating room facilities.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its duly authorized officer/representative at _____ Philippines, this _____ day of _____

IMPORTANT NOTICE

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

All taxes should be paid immediately upon receipt of the policy. This is in accordance with BIR Revenue Regulation (RR) Number 9-2000 dated August 31, 2000, BIR Revenue Regulation (RR) Number 15-2001 dated October 16, 2001 and Insurance Commission's Circular Letter Number 7-2002 directed to insurance companies to remit taxes within the month of issuance. No refund of documentary stamps on flat or pro rata cancellation will be entertained. Moreover, full payment of Documentary Stamps is required and deemed payable for policies issued but not taken up.

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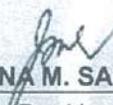

JOSEFINA M. SALVADOR
President

TABLE OF BENEFITS

A. Compensation payable in respect of ACCIDENTS

1. Death	100%
2. Permanent Disablement	
(a) Total loss of sight of both eyes	100%
(b) Loss of two limbs	100%
(c) Loss of one limb	50%
(d) Loss of both hands, or of all fingers and both thumbs	100%
(e) Total loss of sight of one eye and loss of one limb	100%
(f) Total disablement (other than loss of sight or loss of limbs)	100%
(g) Total paralysis	100%
(h) Loss of both feet	100%
(i) Injuries resulting in being permanently bedridden	100%
(j) Any other injury causing permanent total disablement	100%
(k) Loss of arm at or above elbow	50%
(l) Loss of arm between elbow & wrist	50%
(m) Loss of four fingers & thumb of one hand	50%
(n) Loss of four fingers	35%
(o) Loss of thumb	25%
(p) Loss of index finger	10%
(q) Loss of middle finger	6%
(r) Loss of ring finger	5%
(s) Loss of little finger	4%
(t) Loss of metacarpals - first or second (additional)	3%
- third, fourth or fifth (additional)	2%
(u) Loss of leg - at hip	70%
- between knee and hip	60%
- below knee	50%
(v) Loss of toes - all of one foot	15%
(w) Loss of big toe	5%
(x) Loss of any toe other than big toe, each	1%
(y) Eye: Loss of - whole eyes	30%
- sight of	30%
- sight of, except perception of light	30%
- lens of	20%
(z) Loss of hearing - both ears	100%
- one ear	50%
3. Medical Expense Benefit – pays up to a maximum amount specified in the Schedule for the Medical and Surgical expenses incurred as a result of injury within 180 days from the date of accident.	

TERMINATION CLAUSE

This Contract shall terminate only in the event of accidental death as provided herein or upon expiry.

In any policy year, the total benefits payable under this contract in respect of any one accident or illness resulting in loss(es) within 180 days from date of accident(s) or illness shall be the principal sum (e.g. loss of life, loss of both hands and feet, loss of sight of both eyes and either hand or foot, etc.)

In any policy year, the aggregate benefits payable under the Disability Benefit of this contract in respect of one or more accident(s) or illness resulting in any loss(es), the amount payable under the Disability Benefit shall be the principal sum less the amount(s) paid for previous loss(es). However, the payment of all benefits under the Disability that equal the principal sum shall terminate such benefit except with respect to accidental death coverage.

In any policy year, the amount of benefit payable for loss of life arising from independent/unrelated accident/event shall always be the principal sum.

Any partial benefit already paid for any loss(es) shall not be carried over in the subsequent policy year; (i.e.) the amount of benefits to be paid in the succeeding policy year shall not be reduced by any amount paid in the preceding policy year.

FREE LOOK PROVISION

The Insured has fifteen (15) days from the start of effectivity of this policy to review the conditions and exclusions. And if the insured does not agree with such provisions, he/she may cancel the policy within the said 15 day period.

In the event that this policy has been paid the insured must surrender the original policy to the Company within the 15 day period, to get a full refund of his/her paid premium.

MEDIATION PROVISION

"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."

GENERAL CONDITIONS

OBJECT AND EXTENT OF THE INSURANCE

The Company will pay the indemnities set out in the Table of Benefits herein if at any time during the period of this contract the Insured Person shall sustain a bodily injury unintentional on his part and resulting from the sudden action of an external cause which shall within 180 days from the date of the accident causing such injury occasion his death or disablement as hereinafter defined, declaring itself at any time during the period of this contract.

However, whether the consequences of an accident shall be aggravated by the state of health or disablement independent of the accident, the indemnity will be computed on the basis of the actual and direct consequences which the accident would have entailed on a person in normal physical and health conditions.

In addition, the Company will pay medical, pharmaceutical, surgical and hospital expenses incurred by an Insured Person within the conditions and limits provided in the Table of Benefits herein.

EXCLUSIONS

1. This Policy shall not extend to cover:

(a) Death or disability occasioned by or happening through:

(i) War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny or Usurped Power, Riots, Strikes, Military or Popular Uprising.

(ii) Suicide or Attempted Suicide (sane or insane), alcoholism, insanity, or Prohibited Drug Use.

(iii) Earthquake, Volcanic Eruption, or Tidal Wave

(b) Death or disablement occurring whilst Insured is travelling 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 insured is travelling as a ticket-holding passenger.

(c) Death or disablement consequent upon the Insured engaging in hunting, racing of all kinds, steeple-chasing, polo playing, mountaineering, winter sports, ice hockey, football, yachting, judo, karate and similar martial arts, scuba-diving, hang-gliding, sky-diving, and similar aerial activities/aerobatics.

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

(e) Death or Disablement caused by Murder and Assault, whether provoked and unprovoked or any attempt thereat.

(f) Death or disablement resulting from or caused by any violation or attempt of violation of the law or resistance to arrest or consequent upon the Insured engaged in illegal activities or participation in any crime.

(g) Death or disablement resulting from or caused by: bodily or mental infirmity, hernia, ptomaines or bacterial infection (except pyogenic infection which shall occur with and through an accidental cut or wound) or disease or sickness of any kind, or poison, gas fumes (voluntarily or involuntarily taken), atomic explosions, nuclear fissions or radioactive gas, or participation in any brawl, or entering, operating or servicing, ascending from or with any aerial or submarine device or conveyance except while traveling as a passenger.

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. No compensation shall be payable under any of the items contained in section A of the Table of Benefits in the case of death or disablement resulting from illness or from medical or surgical treatment (except it is consequent upon an accident covered under the contract).

4. In the event of the death of the Insured all sums of money payable under this Policy "shall be paid to the legal personal representatives of the Insured except that compensation for death under benefit A of the Table of Benefits shall be paid to the Beneficiary (ies) designated in the Schedule hereto whose receipt for such compensation for death shall be final and full discharge of the liability of the Company therefore.

5. Death or Disability as a result of participation in any unlawful activities.

CONDITIONS

1. Entire Contract Clause – This policy together with the endorsements and the application if any constitute the entire contract of insurance. Any rider, clause, warranty or endorsement purporting to be part of the contract of insurance which is pasted or attached to this policy is not binding on the insured, unless the description title or name of the rider, clause, warranty or endorsement is also mentioned in the policy and was signed by the Insured and the authorized officer of the Insurer.

2. Notice of Claim – Written notice of claim shall be given to the Company within thirty (30) days from the date of the occurrence of the injury in respect of which claim is to be made as soon thereafter as is reasonably possible. In the event of accidental death, immediate notice thereof, must be given to the Company. Failure to give notice within the time prescribed shall not invalidate any claim if it shall be shown not have been reasonably possible to give such notice.

3. Proof of Loss – All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured or his legal personal representatives and shall be in such form and 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 at the 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.

4. Occupational Change – The Insured shall give immediate notice in writing to the Company of any change in his address or his profession or occupation and on tendering any premium for the renewal of this Policy shall give notice in writing to the Company of any disease, illness, physical defect or infirmity with which he has become affected or of which he has become aware since the payment of the preceding premium.

5. Policy Renewal – In accordance with section 66, Presidential Decree No. 612, otherwise known as the Insurance Code, unless the company at least forty-five (45) days in advance of the end of the policy period mails or delivers to the Insured at the address shown in the policy, certificate of insurance or application, notice of its intention, not to renew the policy on the certificate of insurance or condition its renewal upon reduction of the limits of elimination of coverage, the Insured shall be entitled to renew the policy or the certificate of insurance upon payment of the premium due on the effective date of renewal.
6. Settlement of Claims – The amount of any loss or damage for which the Company may be liable this Policy shall be paid within thirty (30) days after proof of loss 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 (60) days after such receipt by the Company of the Proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt.
7. Policy Cancellation – This policy shall not be cancelled by or on behalf of the Company except in accordance with and pursuant to the provisions of Sections 64 and 65 of the Insurance Code. In the event of such cancellation, the Company shall refund the paid premiums less the earned portion thereof to the insured. Likewise, this Policy may be cancelled on the Short Rate basis set forth in the Short Rate cancellation table at the request of the Insured.
8. Policy Assignment – No assignment of the benefits of this policy shall be binding upon the Company unless and until the original or 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 bind the Company unless consent thereto is formally endorsed hereon by the Company.
9. Arbitration Clause – All differences as to the amount of any loss or damage covered by this Policy shall be referred to the decision of an 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 (30) days after having been required in writing so to do 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 upon the reference and an award by the arbitrators or umpire shall be a condition precedent to any right of action or suit against the company only in cases of differences as to amount of liability actually arising out of this Policy.
If a claim be made and rejected and an action suit be not commenced either in the Insurance Commission or any court of competent jurisdiction within twelve (12) months from the 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/s or umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. Civil Code Provision – IT IS HEREBY DECLARED AND AGREED that the Provisions of the Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads:
“In case of an extraordinary inflation of the currency stipulation should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of the payment . . .”
shall not apply in determining the extent of liability under the provisions of this Policy.
11. Changes in Policy Clause – None of the provisions, conditions and terms of this policy shall be waived or altered except by endorsement signed or initialed by an authorized official of the company and issued in accordance with the provision of Section 50 of the Insurance Code as amended.
12. Receipt of Payment Clause – 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 percentage, it is hereby agreed, declared 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 acknowledged in a receipt signed by any authorized official or representative/agent of the company.

WARRANTIES & CLAUSES

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE:

1. This Policy does not 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; or
 - b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by, or arising from, ionizing radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
2. The indemnity provided by this Policy shall not apply to nor include any loss, destruction, damage, or Legal liability directly or indirectly caused by or contributed to, by, or arising from nuclear weapon material.

POLITICAL RISK EXCLUSION CLAUSE

The policy shall not respond to losses due to the following:

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

1. War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war;
2. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
3. Mutiny, civil commotion, assumed 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 stage of siege; or

4. Act 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 any two 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.

WAR & TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this policy or any endorsements thereto, it is hereby declared and agreed that the policy 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;

- 1. 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
- 2. Any act of terrorism.

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.

This endorsement also excludes loss, damage, cost, or expenses 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 (1) and/or (2) above. If the Insurer alleges that by reason of this exclusion, any loss, damage, cost, or expense is not covered by this Policy, 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.

SHORT PERIOD SCALE

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

No. of Month/s	1	2	3	4	5	6	7	8	9	10	11
Percentage	20	30	40	50	60	70	75	80	85	90	95