

**HOME PROTECT FIRE INSURANCE  
INSURING TERMS & CONDITIONS****Property Insured:**

INTEREST

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Building and/or Leasehold improvements and Home Contents excluding cash, jewelry and works of art

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Sum Insured/Policy Limit - Php 50,000.00 annual aggregate

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Monthly declaration as per submitted list

Interested Party :

Risk Endorsements/Warranties/Clauses :

**Other Policy Details :**

PERILS INSURED

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Fire and Lightning

Earthquake

Typhoon

Flood

Extended Cover (Coverage (Smoke Damage, Falling Aircraft, Vehicle Impact &amp; Explosion),

Riot, Strike, Malicious Damage

Spontaneous Combustion

Robbery/Burglary - whilst inside declared premises

Landslide

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EXTENSIONS OF COVER

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Rental Expense Reimbursement in case of Fire occurrence up to Php50,000 aggregate in addition to the material damage cover.

Fire Fighting Expense – Php 25,000.00 aggregate

Temporary Removal – Php 25,000.00 aggregate

Fire Brigade – Php 25,000.00 aggregate

Personal Liability – Php 5,000.00 aggregate

Home Assistance – Php 10,000.00 annual aggregate

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COVERED INSURED MEMBERS: AS PER SUBMITTED LIST

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**Endorsements/Warranties/Clauses :**

PROPERTY DAMAGE CLARIFICATION CLAUSE

TERRORISM EXCLUSION ENDORSEMENT

#### PE2 DATE RECOGNITION EXCEPTION (FIRE)

There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- (b) media or systems used in connection with any of the foregoing

Whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognize capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of the time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

but this general exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy

#### DEFINITION

For the purpose of this general exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal.

#### WAR & TERRORISM EXCLUSION (INSURANCE)

The insurance by this policy excludes:

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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 including but not limited to
  - a. the use or threat of force, violence and/or
  - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or

- 3. any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.

If the Company alleges 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 Assured.

#### PROPERTY CYBER AND DATA EXCLUSION (LMA 5401)

- 1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- 1.1 Cyber Loss;
- 1.2 loss, damage, liability,

claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

- 3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

#### Definitions

- 4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

- 5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

- 6. Cyber Incident means:

- 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any

Computer System.

7. Computer System means:

7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

#### POLITICAL RISKS EXCLUSION CLAUSE

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

(i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority

(ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

(iii) the destruction of property by order of any public authority

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

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

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith;

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

#### SANCTION LIMITATION AND EXCLUSION CLAUSE - LMA 3100

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

#### COMMUNICABLE DISEASE EXCLUSION (LMA 5394 Amended)

1. Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

All other terms, conditions and exclusions of the policy remain the same.

#### EARTHQUAKE ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT 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.

**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.

**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 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:

- a) Each building, including machinery, equipment and fixtures normal to its operation;
- b) All machinery and equipment contained in each building;
- c) All stocks in trade (raw materials, work-in-process, supplies, and finished goods) contained in each building;
- d) 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT notwithstanding what is stated in Condition Nos. 11 and 12 of this Policy to the contrary if this policy is issued for a period of less than one year or if this policy is surrendered by the Insured for cancellation, premium shall be charged or retained in accordance with the following scale of percentages of the annual rate:

- From inception up to 3 months..... 50%
- In excess of 3 months up to 6 months.. 75%
- After six (6) months.....100%

EXCEPT AS VARIED BY THIS ENDORSEMENT, all other terms and conditions remain the same.

**TYPHOON 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 Typhoon.

**DEFINITION:**

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 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 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, storm surge, 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 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 or 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, ceiling, roofs, roof 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 Policy being surrendered by the Insured for cancellation, the Company shall retain 100% of the premium notwithstanding what is stated in Condition Nos. 11 and 12 of this Policy to the contrary.
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 a minimum of 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;
  - a) Each building, including machinery, equipment and fixtures normal to its operation;
  - b) All machinery and equipment contained in each building;

- c) All stocks in trade (raw materials, work-in-process, supplies and finished goods) contained in the building;
- d) 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 shall apply except as they may be hereby expressly varied.

EXCEPT AS VARIED BY THIS ENDORSEMENT, all other terms and conditions remain the same.

#### FLOOD 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 Flood.

##### DEFINITION:

The term "FLOOD" is defined as the entry of water into the premises insured, from without, due to 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) due to the bursting or overflowing of rivers, creeks, reservoirs or an artificial waterway allowing boats to travel inland or conveying water for irrigation.

##### SPECIAL CONDITIONS:

1. It is a condition of this insurance that the Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property.
2. Unless liability is specifically assumed by amendment, 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. The Company shall not be liable for:
  - a. Loss or damage caused directly or indirectly by landslide, subsidence 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 of the action or order of any government or public authority.
  - d. 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.
  - e. Consequential loss or damage of any kind or description whatsoever.
4. In the event of this Policy being surrendered by the Insured for cancellation, the Company shall retain 100% of the premium notwithstanding what is stated in Condition Nos. 11 and 12 of this Policy to the contrary.
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 a minimum of 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;
  - a. Each building, including machinery, equipment and fixtures normal to its operation;
  - b. All machinery and equipment contained in each building;
  - c. All stocks in trade (raw materials, work-in-process, supplies, and finished goods) contained in each building;
  - d. 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 shall apply, except as they may be hereby expressly varied.

EXCEPT AS VARIED BY THIS ENDORSEMENT, all other terms and conditions remain the same.

#### EXTENDED COVERAGE ENDORSEMENT

(TO INCLUDE THE PERILS OF EXPLOSION, AIRCRAFT, VEHICLE AND SMOKE)

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 condition hereinafter contained, extends 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 directly caused by explosion, but excluding loss of or damage to boilers, economizers, pipes, turbines, engines, or other vessels, machinery, or apparatus in which pressure is used or their contents resulting from their explosion, and rotating parts of machinery, including the machinery itself, caused by centrifugal force.

The following are not explosions within the intent or meaning of this endorsement:

- a. Concussion unless caused by explosion
- b. Electrical arcing
- c. Water hammer

**d. Rupture or bursting of water pipes**

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 and 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 toward the overthrow by force of the Government "de jure" or "de facto" or to the influencing of it by terrorism or violence.
2. 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.
3. 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.
4. 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 P 1,000.00 nor more than P 500,000.00 on any material damage loss from any of the above mentioned perils.

**GENERAL CONDITIONS APPLICABLE TO EXPLOSION, AIRCRAFT, VEHICLE, AND SMOKE:**

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 of 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 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 |

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 ENDORSEMENT**

In consideration of the payment of the aftermentioned premium, it is hereby agreed and declared 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 under this Policy Endorsement shall mean (subject always to the Special Conditions hereinafter contained):

Loss of or damage to property insured directly caused by:

1. The act of any person taking part together with others in 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 of 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 consequence 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 lockout.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

**SPECIAL CONDITIONS:**

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

**Condition 5.**

The 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 of any building resulting from the unlawful occupation by any person of such building.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above 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 occurrences, 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 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.

**Condition 7.**

Unless otherwise expressly stated in the Policy, this insurance does 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, models or moulds.
- e. Securities, obligations or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer systems records.
- f. Explosives

**Condition 10.**

This insurance may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of cancellation. 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 rate scale for the time said insurance has been in force.

**Condition 17.**

(Where the Fire Policy is subject to Average).

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.

**Condition 17.**

(Where the Fire Policy is not subject to Average)

In all cases where any other subsisting insurance or insurances, effected by the Insured or by any other person or persons covering any of the property hereby insured, either exclusively or together with any other property hereby insured, either exclusively or together with any other property in and subject to the same risk only, subject to average, the insurance on such property under this Endorsement shall be subject to average in like manner. But in any event, the Company shall not be liable to pay or contribute in respect of any loss or damage beyond the proportion which the sum insured by this Endorsement shall bear to the total insurance, whether effected by the Insured or not, on the same property against ordinary fire loss.

PROVIDED that it is hereby further expressly agreed and declared that:

1. All the conditions of this Policy shall apply in all respects to the Insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions. Any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against.
2. The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

**MALICIOUS DAMAGE (EXTENSION OF RIOT AND STRIKE ENDORSEMENT)**

In consideration of and subject to the actual payment of the additional premium, it is hereby agreed and declared that the insurance under the said Riot and Strike Endorsement shall extend to include MALICIOUS DAMAGE which, for the purpose of this extension, shall mean:

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 Special Condition No. 6 of the said Riot and Strike Endorsement.

But 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 course of burglary, housebreaking, theft, larceny, or any attempt thereof or caused by any person taking part therein.

Provided always that all the Conditions and Provisos of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

#### SPONTANEOUS COMBUSTION

It is hereby declared and agreed that this Policy also covers loss or damage caused by self-heating or spontaneous combustion.

#### ROBBERY/BURGLARY ENDORSEMENT

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby declared and agreed that this Policy shall also cover loss or damage to the insured property as a result of robbery, excluding, however, any loss or damage caused by any dishonest, fraudulent, or criminal act or omission on the part of the Insured or other parties in interest, agents or authorized representatives or others to whom the insured property may be left or in whose care, custody, or control the said property is entrusted.

ROBBERY shall mean an act by any person who, with intent to gain, takes any personal property hereby insured, by means of violence against or intimidation of any person, or using force upon anything.

BURGLARY as herein used shall mean the felonious abstraction of the insured property from within the premises by any person(s) making felonious entry therein by actual force and violence, of which there shall be visible marks made upon the exterior of the premises at the place of such entry as evidence, that such entry was made by actual force and violence.

Provided that in the event of the building containing the insured property being left without an inhabitant therein for a continuous period of seven days, the insurance against the perils robbery and burglary shall be suspended, unless otherwise previously agreed by endorsement.

The insured shall bear the first \_\_\_\_ percent of any claim or series of claims arising from any one event under this endorsement. Provided always that all conditions of the Policy (including warranties, clauses, and/or endorsement thereto) shall also apply to the herein risk (except only insofar as said condition(s) may have been expressly waived or excluded hereunder) and that any reference in the Policy to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by robbery.

The Insured, upon knowledge of any loss or damage recoverable under the endorsement 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.

In the event of loss or damage for which claim is made under this endorsement, the Insured shall, at the request and expense of the Company, take legal action to secure the arrest and prosecution of the offenders and the recovery of the property.

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 hereto.

#### 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.

#### FIRE BRIGADE

The sums insured under this Policy extend to include additional charges raised by any local authority for the provision of fire-fighting appliances for the purpose of protecting the Premises, subject to a limit of Php 25,000.00 in aggregate.

#### TEMPORARY REMOVAL CLAUSE

It is hereby declared and agreed that the machinery and equipment insured by this policy are covered whilst temporarily removed and transferred to Assured's other premises excluding, however, whilst in transit thereto and therefrom by road, rail or inland waterway in the Republic of the Philippines for the period not exceeding three (3) months.

The amount recoverable under this extension shall not exceed the amount of Php 25,000.00 nor the amount which would have been recoverable had the loss occurred in the part of the premises from which the property is temporarily removed.

#### FIRE FIGHTING EXPENSE CLAUSE – Php 25,000.00

The Insurer agrees to pay for fire-fighting expenses necessarily and reasonably incurred by the Insured to prevent or minimize the extent of any insured destruction of or damage to the insured property including the cost of materials expended but excluding salaries, wages and similar disbursements to own personnel or personnel on contract or secondment to the Insured and only to the extent that such expenses are not recoverable from a public authority or any other party.

The cover provided by this extension is limited to per occurrences and it is agreed and understood that any payment under this extension shall not increase the Insurer's total liability under the policy.

PERSONAL LIABILITY – Php 5,000.00 aggregate

IT IS HEREBY DECLARED AND AGREED that the Policy covers legal liability of the Insured for bodily injuries and property damage to third parties caused by the Insured's negligence up to the maximum amount specified in the Policy Schedule.

**INSURING CONDITIONS:**

1. This Policy is subject to the following attachments:

- a. Jurisdiction Clause (1000)
- b. Punitive Damage Exclusion Clause (1002)
- c. War & Terrorism Exclusion Clause (1003)
- d. Cyber Liability Exclusion Clause (1005)
- e. TE1 Date Recognition Exception (Total Exclusion) (1006)
- f. Ultimate Net Loss Clause (1007)
- g. Pollution and Contamination Exclusion Clause (1008)
- h. Sanction Limitation and Exclusion Clause (1009)
- i. Communicable Disease Exclusion Clause

2. Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that the limit of liability stated in the schedule of this Policy shall be inclusive of Legal Costs, Settlement, Supplementary Payments as enumerated under Insuring Agreement No. II of this Policy.

3. Household helpers or any residence employees are not covered under this Policy.

4. Subject to Standard warranties, clauses, terms and conditions of CPL policy wordings.

HOME ASSISTANCE – repair service rendered to resolve an emergency situation at home to prevent greater damage from occurring. These are emergency repair claims relating to plumbing, electricity, glass and locksmith services.

**1.2. GENERAL DEFINITIONS**

For the purposes of this Policy, these terms shall be understood as follows:

**BENEFICIARY**

Person or persons who are entitled to receive the services provided under this contract.

**BUILDING/DWELLING/SHOP/CONDOMINIUM**

Any Private or Rented Domestic Dwelling, constructed of brick, stone or concrete and roofed with slates, tiles, concrete or asphalt.

**COMPANY**

[NAME OF THE COMPANY RENDERING THE SERVICE] referred as 'Company' throughout this document who will render the services in the conditions described in this contract.

**ELECTRICITY EMERGENCY**

Total absence of electricity supply in any of the phases of the installation of the home, provided that the source of the fault is located inside it, or in any of its dependencies.

**EMERGENCY**

It is the unforeseen event that causes inhabitability of the house and / or a life risk to its dwellers, and / or the impossibility of access or exit from the house.

**GAS EMERGENCY**

Breakage of fixed installations of the Dwelling in sight that produce damage or danger, both to the beneficiaries and to third parties, or to their assets. Community owned facilities, or other third parties, are not considered as belonging to the property covered, even when they may be located in its premises.

**GLASS EMERGENCY**

Breakage of external windows or any other vertical glazed surface that forms part of the enclosure of the dwelling /, as long as such breakage determines the lack of protection of the same in the face of meteorological phenomena or malicious acts of third parties.

**LOCKSMITH EMERGENCY**

Any risk impeding the insurance holder's access to the building by the external door of the Building/Home/Dwelling, being necessary the intervention of a Locksmith or emergency services, by no other alternative route.

**PLUMBING EMERGENCY**

Damages of house fixed plumbing /fitting, producing damages to the property of the Insurance Holder or third persons / parties. The community property or third parties plumbing, will not be considered relevant to housing, although they could be located in the insurance holder's area.

**ROBBERY**

Seizing someone else's property by employing forces to enter the premises where it is located, or violence or intimidation against individuals.

**SERVICES LIMIT**

The mentioned services will be provided as specified in the contract with the limits and conditions that are detailed for each particular case.

**URGENCY**

It is all unforeseen that is not emergency, that affects the facilities of the house, preventing its normal operation.

**GEOGRAPHICAL AREA**

The benefits detailed in this contract will be provided within the indicated scope of geographical coverage.

**1.3. OBJECT AND SCOPE**

By virtue of this contract, the Company will provide assistance to the Beneficiary, in the form of an economic benefit or services for the purpose of limiting and controlling material damages, presented in the property as a result of a fortuitous event, in accordance with the terms and conditions set forth in the following sections and caused by events derived from the risks specified therein.

**AD9 EMERGENCY BUILDING****COVER SECTION****GA205 LOCKSMITH EMERGENCY**

In the event of the private domestic dwelling described and delimited in the Contact Certificate being made insecure or if it is impossible to gain entry, due to loss or theft of keys or damage to locks as a consequence of theft or any accidental cause, in the event that a child may have locked themselves in a room, the Company will send a Locksmith, who will carry out the Emergency Repair necessary to render the dwelling safe and/or secure the dwelling against further loss or damage when the condition of such installations permit such repair.

The cost of the call-out, labour and materials which are necessary for the Emergency Repair will be arranged by the Company, up to the maximum established in the contract.

In the event that the cost of Emergency Repairs exceeds the maximum allowable, the difference will be borne by the client.

The Company shall not be liable for:

- Any work other than 'Emergency Repair' as defined.
- Any work undertaken not within the domestic dwelling.
- Any work to internal doors, except in the event that a child may have locked himself in a room by locking an internal door.
- Any work to external doors or windows when access is possible by an alternative route.
- Any work to mechanical shutters, automatic garage doors.
- Any work to external doors not accessing the domestic dwelling direct.

**GA214 ELECTRICITY EMERGENCY**

In the event of failure of electrical supply within the private domestic dwelling described and delimited in the Certificate of the Policy, as a result of a fault or damage to the internal electrical

installation, the Company will send an Electrician, who will carry out the Emergency Repair necessary to render the dwelling safe and/or secure against further loss or damage, when the condition of such installations allow such repair.

The cost of the call-out, labour and materials which are necessary for the Emergency Repair will be arranged by the Company, up to the maximum established in the contract. In the event that the cost of Emergency Repairs exceeds the maximum allowable, the difference will be borne by the client.

The Company shall not be liable for

- Any work other than 'Emergency Repair' as defined.
- Any work undertaken not within the domestic dwelling.
- Repair to lighting such as bulbs or fluorescent tubes.
- Free standing electrical installations, such as lamps, home appliances.

- Alarm systems, telephone systems.

#### GA215 PLUMBING EMERGENCY

In the event of breakage or damage to piping, leaks from sanitary fittings, fixed water installations within the private domestic dwelling described and delimited in the Certificate of the Policy, the Company will send a Plumber, who will carry out the Emergency Repair necessary to render the dwelling safe and/or secure the dwelling against further loss or damage, when the condition of such installations permit such repair.

The cost of the call-out, labour and materials which are necessary for the Emergency Repair will be arranged by the Company, up to the maximum established in the contract. In the event that the cost of Emergency Repairs exceeds the maximum allowable, the difference will be borne by the client.

In the event that the cost of Emergency Repairs exceeds the maximum allowable, the difference will be borne by the client.

- Any work other than 'Emergency Repair' as defined.
- Any work undertaken not within the domestic dwelling.
- The repair of damage arising from seepage/leaking or dampness even as a result of breakage or damage of the piping or other installations.
- The repair of air conditioning installations, electrical showers, water filtration units, Jacuzzis, drains and septic tanks outside of the dwelling house.

#### GA216 GLAZING / GLASSWORK EMERGENCY

In the event of breakage of external windows or the glass of the doors which make the residence insecure, the Company will send a professional, who will carry out the Emergency Repair necessary to make the house secure.<sup>10</sup>

The Company undertakes to install a single glass unit where possible, either permanent or temporary, to secure the house. Where this is not possible, the Company will board up to make the house safe.

The cost of the call-out, labour and materials which are necessary for the Emergency Repair will be arranged by the Company, up to the maximum established in the contract. In the event that the

cost of Emergency Repairs exceeds the maximum allowable, the difference will be borne by the client.

The company shall not be liable for:

Breaking windows or any other vertical crystal belonging to the structure of the surface of the window, if the fracture does not determine the lack of protection from environmental accidents, or any act of hostility third party.

#### GA209 CONNECTION WITH PROFESSIONALS

For any cases not related to the arrangement of emergency services, PACIFICO ASSISTANCE, at the request of the Insured, will provide information and will send professionals or suppliers able to give an estimate of the service and the repair of the following specialties:

- Painting
- Carpentry
- Pest Control Referral Assistance
- TV Antennas/ Aerials/ Connections
- Appliances Repairs Referral Assistance
- Air-conditioning Repair Referral Assistance
- Roofing and gutter
- Home security
- Home cleaning
- Home renovation
- Landscaping and lawn care
- General handyman

All service fees and costs incurred for rendering the above services will be for the account of the Insured.

Any services requested by the Insured which do not fall within the indemnified coverage and within the allowed number of events of the program will be for the account of said Insured.

BPI MS will not guarantee the quality of said services performed by a provider even if said provider falls within the Company's accredited network. Hence, such assistance work outside the scope of the program is a transaction between the Insured and said provider.

#### 1.4. GENERAL EXCLUSIONS

On a general basis for all the guarantees and benefits under the present General Conditions, the consequences of the following are excluded from any guarantee object of this contract:

1. Those derived from radioactive nuclear energy.
2. The consequences of actions by the Beneficiary in a state of mental derangement or undergoing psychiatric treatment.
3. Those caused when the Beneficiary takes part in bets, challenges or brawls, save in the case of legitimate defence or necessity.
4. Any repair not performed in the dwelling.
5. Those caused directly or indirectly by the bad faith of the Beneficiary, by his/her participation in criminal acts, or as a result of his/her fraudulent, seriously negligent or reckless actions.
6. Events arising from terrorism, mutiny or crowd disturbances.
7. Events or actions of the Armed Forces or Security Forces in peacetime.
8. Wars, with or without prior declaration, and any conflicts or international interventions using force or duress.
9. In addition to the previous exclusions, the following benefits are not covered by this contract:
10. The services arranged by the Beneficiary on his/her own behalf, without prior communication or without the consent of the Company, except in the case of urgent necessity. In that event, the Insured must furnish the Insurer with the vouchers and original copies of the invoices.
11. The Company is released from liability when, due to force majeure, it cannot perform any of the services specifically provided for in this contract.

#### GEOGRAPHICAL COVERAGE

**Note that the mentioned areas are where BPI MS has available providers.**

| SECTION         | GEOGRAPHICAL LIMIT                                                                                                                                   |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 1       | METRO MANILA - Quezon City, San Juan, Mandaluyong City, Pasig City, Makati City, Manila, Paranaque, Pasay City, Las Piñas City, and Muntinlupa City. |
| HOME Assistance | METRO DAVAO and METRO CEBU                                                                                                                           |
|                 | NEARBY PROVINCES - Rizal (Cainta ONLY), Cavite (Bacoor and Imus ONLY), Pampanga, Laguna (San Pedro, Binan, Sta Rosa only) and Batangas (Lipa ONLY)   |
|                 | Reimbursement in other areas not mentioned above.                                                                                                    |

#### REIMBURSEMENT CASES

Reimbursements are covered subject to limit per contract, prior authorization by BPI MS via the 24/7 Hotline and submission of the following required documents:

- ✓ Original Official Receipt (Parts and/or Labour)
- ✓ Original and fully accomplished Claims Notification Form
- ✓ Photocopy of Valid Identification (ID)
- ✓ Submission of required documents within 90 days from date of incident

### Standard Policy Conditions :

WHEREAS the Insured has by proposal and declaration which are hereby made a part of this policy applied to the BPI/MS INSURANCE CORPORATION (hereinafter called "the Company") for the Insurance hereinafter defined.

WHEREAS the Insured has by proposal and declaration which are hereby made a part of this policy applied to the BPI/MS INSURANCE CORPORATION (hereinafter called "the Company") for the Insurance hereinafter defined.

THIS POLICY OF INSURANCE WITNESSETH, that only after payment to the Company in accordance with Policy Condition No. 2 of the total premiums by the Insured as stipulated above for the period aforementioned for insuring against Loss or Damage by Fire or Lightning as herein appears, the Property herein described, and contained, or described herein, and not elsewhere, in the sum or several sums opposite thereto.

THE COMPANY HEREBY AGREES with the Insured (subject to the terms and conditions, endorsed or otherwise expressed hereon), which are to be taken as part of this policy), that the Property above described, or any part thereof, shall be destroyed or damaged by Fire or Lightning, after payment of the premium by the Insured to the Company during the term of this policy as above indicated or before 4:00 P.M. of the last day of any subsequent period in respect of which the Insured, or a successor interest to whom the Insurance is by an endorsement hereon declared to be or is otherwise

continued, shall pay to the Company, and the Company shall accept the sum required for the renewal of this Policy, the Company will pay or make good all such Loss or Damage to an amount not exceeding during any one period of Insurance in respect of the several matters above specified, the sums of opposite thereto respectively, and not exceeding in the whole the total of the aforementioned sums insured in Philippine currency.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its duly authorized representative.

#### POLICY CONDITIONS

1. If there be any material misdescription of any of the property hereby insured, or 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 in force until the premium has been fully paid to and duly receipted by the Company in the manner provided herein. Any supplementary agreement seeking to amend this condition prepared by agent, broker or Company officials shall be deemed invalid and of no effect.  
No payment in respect of any premium shall be deemed to be paid to the Company unless a printed form of receipt for the same, signed by an Official or duly appointed Agent of the Company, shall have 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 therefore have actually been paid in full and duly acknowledged in a receipt signed by any authorized official or representative/agent of the Company in such 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 of the property or properties consisting of stock-in-trade, goods in process and/or inventories only hereinafter insured, and unless such notice be given and the particulars of such insurance or insurances be stated or endorsed on this Policy as required by Section 50 of the Insurance Code, or by or on behalf of the Company before the occurrence of any loss or damage, all benefit 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 P200,000.00.
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 of:
    - i. Such building or any part thereof,
    - ii. 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 substantial or important parts of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased 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 buildings 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 by theft during or after the occurrence of a fire, unless such theft could be traced to the act and necessary result of, or ultimately reduced the traceable to, efforts to rescue the insured property from the perils insured against which would otherwise have caused a loss,
  - b. Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided 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:
    - i. The burning of property by order of any public authority.
    - ii. 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 disturbance,
  - 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, usurped power.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by any of the said occurrences, directly or indirectly, and whether or not the Insured may have contributed to such conditions or be acting after the occurrence 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 claim, and in any action, suit or other proceeding to enforce a claim for loss or damage under this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.

7. This insurance does not cover:
  - a. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss,
  - b. Any legal liability whatsoever 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.
8. Unless otherwise expressly stated in the Policy this insurance does 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, models or moulds;
  - e. Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, book of accounts or other business books, computer system records;
  - f. Coal, against loss or damage occasioned by its own spontaneous combustion;
  - g. Explosives;
  - h. Any loss or damage occasioned by or through or in consequence of explosion, but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of the policy;
  - i. Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush prairie, pampas or jungle, and the clearing of lands by fire;
  - j. Loss or damage to any electrical machine or apparatus or to any portion of the electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lighting included), unless fire ensues therefrom 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 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 remains for a period of more than 30 days;
  - c. If property insured be removed to any building or place other than that in which it is herein stated to be insured;
  - d. If the interest in the property insured passes from the Insured otherwise than by will or operation of law.
10. This 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 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 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 at pro rata rates. If this Policy has been cancelled at the request of the assured, likewise, this Policy may be cancelled on the same pro rata basis set forth in the short rate cancellation table at the request of the assured.
12. If this policy is issued for a period of less than one year or if this Policy is surrendered by the Insured for cancellation, premium shall be charged or retained in accordance with the following scale of percentages 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  | The annual rate |

13. The Insured shall give immediate written notice to the Company of any loss, and shall protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it 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 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 of all others in the property, the actual cash value of each item thereof and the amount of loss thereof, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of the said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this Policy, by whom any act or alleged act, criminal or otherwise, and the assured and the several parts thereof were occupied at the time of loss and damage. The Insured shall then produce for examination all books of accounts, 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 of the 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;
  - Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same;
  - 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 any liability to the Insured or diminish his 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.
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 by anyone 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 benefit 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 the loss or damage, or may join with any other Company or insurers in so doing. But in any circumstances where the Company shall reinstate or replace, 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 elects 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 caused 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 sums 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 his indemnification by the Company.
18. Subject to and in accordance with the pertinent provisions of Condition No. 3 whenever applicable, if at the time of 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 Sec. 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 provision 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:
- If the fire started simultaneously in more than one part of the building or establishment;
  - If substantial amount of inflammable 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 or combustible substances or materials soaked therewith or containers thereof, or any mechanical, electrical, chemical, or electronic contrivance designed to start a fire, or ashes or traces of any of the foregoing are found in the ruins or premises of the burned building or property;
  - d. If the building or property is insured for 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 control of the offender and/or the 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 the 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 an arbitrator to be appointed by the parties in difference or if they can not 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 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 by the arbitrators before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company on this Policy in respect of any such difference.
23. 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.
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 and
26. **Renewal Clause** — Unless the Company at least Forty Five (45) 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 or before the effective date of the renewal period.
27. **Action or Suit Clause** — If a claim be made and rejected and an action or suit be not commenced therein the Insurance Commission or in 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 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 by or initialed by 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 (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. 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 the ceiling prescribed by the Monetary Board, unless such failure or refusal to pay is based on the grounds that the claim is fraudulent.

#### **PROPERTY DAMAGE CLARIFICATION CLAUSE**

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

Physical damage to the substance or 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 of or 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, 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 programs, and any business interruption losses resulting from such loss or damage.

#### **TERRORISM 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 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 purpose 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 Underwriters 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 Assured.

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

**CONFISCATION OF OBJECT OF ARSON**

The building which is the object of arson including the land on which it 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.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its duly authorized officer/representative.

**Documentary Stamps to the value stated in the Schedule have been affixed and properly cancelled on the official copy of this policy.**

**IMPORTANT NOTICE**

The Insurance Commissioner, with office in Manila, is the government official in charge of the enforcement of all laws relating to insurance and has supervision over insurance companies. He is ready at all times to render assistance in settling any controversy between an Insurance Company and a policyholder relating to insurance matters. For your own protection you are requested to read this Policy in full, including its condition, and if it is not in accordance with your intentions, please return it immediately for correction.