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DATA CLARIFICATION CLAUSE

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its duly authorized officer/representative at Makati City on June 20, 2018.

PRUDENTIAL GUARANTEE AND ASSURANCE INC.

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.

EARTHQUAKE FIRE / SHOCK 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 loss and damage caused by earthquake to each affected item of insured property equivalent to 2% of its actual cash value at the time of the 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 schedule:

- Each building, including machinery, equipment and fixtures normal to its operation;
- 2. All machinery and equipment contained in each building;
- 3. All stocks in trade (raw materials, work-in-process, supplies and finished goods), contained in each building;
- 4. All other contents contained in each building.
- 5. All other insured properties and structures that are neither of the above items

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, 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 elsewhere in the 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 Incept	cion up to 3 months	50%
In excess o	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

IT IS HEREBY UNDERSTOOD AND AGREED THAT 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 Philippine Weather Bureau (now called "Philippine Atmospheric, Geophysical & Astronomical Services Administration [PAGASA].

SPECIAL CONDITIONS

- 1. It is a condition of this insurance that the Insured undertakes to exercise all ordinary and reasonable precautions for the safety of the property.
- 2. Unless liability is specifically assumed by amendment to this endorsement, the Company shall not be liable for:
 - (a) 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; and

- (b) loss or damage to property contained in any portion of any building described in this policy not completely enclosed and roofed.
- 3. The Company shall not be liable for:
 - a. Loss or damage caused directly or indirectly by flood, tidal wave, high water or overflow whether driven by wind or not. The Company shall not be liable for loss and/or damage caused directly or indirectly by backing up of sewers, drains, canals, creeks, rivers and/or storm drainage system.
 - b. Loss or damage caused directly or indirectly by landslide, subsidence, cloudburst or explosion, whether incidental to Typhoon or by theft whether occurring during or after a Typhoon or by the neglect of the Insured to use all reasonable means to save and preserve the property during and after a Typhoon.
 - c. Loss or damage caused by rain whether driven by wind or not, unless the building insured or containing the property insured shall first sustain an actual damage to roof or walls by the direct force of a Typhoon and shall then be liable for such loss or damage to the building or insured property therein as may be caused by rain entering the building through openings in the roof or walls made by direct action of such Typhoon.
 - d. Water damage as a result of doors, windows, transoms or roof lights being left open, notwithstanding the existence or presence of Typhoon.
 - e. Loss or damage to any building, or the contents thereof, if on the happening of such loss or damage the building was already in a damaged, defective, fallen or displaced condition as regards foundations, walls, 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 elsewhere in the policy to the contrary.

5. Excess Clause

IT IS UNDERSTOOD AND AGREED THAT the Insured shall bear that portion of the loss, or damaged caused by typhoon to each affected item of insured property equivalent to 2% of its actual cash value at the time of the loss, for each claim or series of claims arising out of one Typhoon occurrence the duration 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 schedule:

- 1. Each building, including machinery, equipment and fixtures normal to its operation;
- 2. All machinery and equipment contained in each building;
- 3. All stocks in trade (raw materials, work-in-process, supplies and finished goods), contained in each building
- 4. All other contents contained in each building.
- 5. All other insured properties and structures that are neither of the above items

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, Average Clause of this Policy shall apply after the application of the deductible provided herein.

6. Provided always that all 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, due to the inundation of land not usually covered by water, (a) by reason of extra ordinary high tide or (b) following Typhoon, Cyclone, and/or Windstorm or (c) due to the bursting or overflowing of rivers, reservoirs, canals and the like.

SPECIAL CONDITIONS

- 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 the following (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 directly or indirectly caused by landslide, subsidence, cloudburst or explosion, whether incidental to Flood or not nor by theft whether occurring during or after a flood, nor by the neglect of the Insured to use all reasonable means to save and preserve the property during and after a Flood.
 - b. Loss or damage caused by overflowing, bursting or leakage of water tanks, pipes and other water apparatus; loss or damage caused by overflowing 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; and 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 elsewhere in the Policy to the contrary.

5. Excess Clause

IT IS UNDERSTOOD AND AGREED THAT the Insured shall bear that portion of the loss or damaged caused by flood to each affected item of insured property equivalent to 2% of its actual cash value at the time of the loss, for each claim or series of claims arising out of any one Flood occurrence the duration 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 schedule:

1. Each building, including machinery, equipment and fixtures normal to its

- 2. All machinery and equipment contained in each building;
- 3. All stocks in trade (raw materials, work-in-process, supplies and finished goods), contained in each building
- 4. All other contents contained in each building.
- 5. All other insured properties and structures that are neither of the above items

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, Average Clause of this Policy shall apply after the application of the deductible provided herein.

6. Provided always that all 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.

WINDSTORM, CYCLONE, HAILS, TORNADO

The company shall not be liable for loss caused directly or indirectly by (a) frost or cold weather or (b) ice (other than hail), snowstorm sleet high water or overflow whether directly driven by wind or not.

The company shall not be liable for loss to the interior of the building or the property covered therein caused by rain, snow, sand or dust whether driven by wind or not, unless the building covered or containing the property covered shall first sustain an actual damage to the roof or walls by the direct force of wind or hail and then shall be liable for loss to the interior of the building or the property by covered therein as may be caused by rain, snow, sand or dust entering the building through openings in the roof or walls made by direct action or wind, typhoon or hail.

Unless liability therefore is assumed in the form attached to this Policy, or by endorsement thereon, the Company shall not be liable for damage to the following property: (a) windmills, windpumps or their towers (c) copra silo (or their contents) or (d) cloth awnings, sign, outdoor (radio and television) equipment metal smokesticks.

LANDSLIDE AND SUBSIDENCE ENDORSEMENT

In consideration of the payment to the company of an additional premium, the Company agrees notwithstanding what is stated on the printed conditions of the policy to the contrary, this insurance covers loss or damage to insured property occasioned by or through or in consequence of "LANDSLIDE / SUBSIDENCE"

For the purpose of this endorsement, "Landslide" shall mean the free movement of land on earth in a downhill direction; "Subsidence" shall mean the gradual settling of land over an area without free movement.

It is understood and agreed that the Insured shall bear an amount of any loss or damage caused by Landslide or Subsidence equivalent to at least 2% of the actual value of property affected.

TIDAL WAVE AND TSUNAMI ENDORSEMENT

It is hereby declared and agreed that this policy is extended to cover loss or damage to the insured property due to Tidal Wave and Tsunami.

For the purpose of this endorsement, "Tidal Wave" shall mean inundation of the sea by an unusually high sea wave whether directly resulting from the occurrence of an earthquake or typhoon or otherwise; and "Tsunami" shall mean an immense wave generated by a submarine earthquake.

IT IS UNDERSTOOD AND AGREED THAT the Insured shall bear that portion of loss and damage caused by tidal wave and tsunami to each affected item of insured property equivalent to 2% of its actual cash value at the time of the loss.

VOLCANIC ERUPTION

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 direct loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by volcanic eruption reported and recorded by the Philippine Institute of Volcanology and Seismology.

DEFINITION:

Volcanic eruption shall mean the process wherein molten rock materials (collectively called as magma or lava) are emitted or ejected in the form of flowing masses (lava flows and pyroclastic flows), discrete particles (volcanic ash and pyroclastic materials) and steam (water vapor and gases) from a crater, vent or fissure.

Provided always that all the conditions of this Policy shall apply also to loss or damage occasioned by volcanic eruption.

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 Clauge

IT IS UNDERSTOOD AND AGREED THAT the Insured shall bear that portion of the loss or damage caused by volcanic eruption 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:

- Each building, including machinery, equipment and fixtures normal to its operation;
- 2) All machinery and equipment contained in each building;
- 3) All stocks in trade (raw materials, work-in-process, supplies and finished goods), contained in each building;
- 4) All other contents contained in each building.
- 5) All other insured properties and structures that are neither of the above items

All losses caused by volcanic eruption or series of volcanic eruptions (whether continuous or sporadic and whether or not due to the same seismic conditions) during each period of 72 consecutive hours commencing from the first recorded volcanic eruption 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.

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 elsewhere in the Policy to the contrary.

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 conditions hereinafter contained extend to include loss or damage directly caused by explosion, aircraft, vehicle and smoke.

PROVISION APPLICABLE TO EXPLOSION

Loss of or damage to the property insured 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 8(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage within the meaning of this Policy.

SPECIAL CONDITIONS

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

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

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

PROVISIONS APPLICABLE TO AIRCRAFT AND 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 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.

PROVISIONS 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 Ps 1,000.00 nor more than Ps 500,000.00 on any material damage loss from any of the above mentioned perils.

GENERAL CONDITIONS APPLICABLE TO EXPLOSION, AIRCRAFT, VEHICLE AND SMOKE

- 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. 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:

						the annual premium
For 2 months			 	 	30% of	the annual premium
For 3 months			 	 	40% of	the annual premium
						the annual premium
For 5 months			 	 	60% of	the annual premium
						the annual premium
For 7 months			 	 	80% of	the annual premium
For 8 months			 	 	90% of	the annual premium
In excess of	8 month	ns .	 	 :	100% of	the annual premium

Provided always that all the conditions on the policy to which this and assembly

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 aforementioned premiums, 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 of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained):

Loss of or damage to property insured directly caused by:

- 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.
- The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
- 3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- 4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

SPECIAL CONDITIONS

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

CONDITION 5

This insurance does not cover: -

authority

- 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

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 war like operations (whether war be declared or not), civil war.
- b. Mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion or 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 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 Ps 200.00
- d. Manuscripts, plans, drawings or designs, patterns, models or moulds
- e. Securities, obligations or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, computer system 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 cancelment. If the insurance be terminated at the request of the Insured, the Company shall not be liable to repay the premium or any part of it except in so far as the insurance applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said insurance has been in force.

CONDITION 17

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.

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 and 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 ENDORSEMENT

In consideration of the payment of the aforementioned 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 the course of burglary, housebreaking, theft or larceny or any attempt thereat, 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.

VANDALISM ENDORSEMENT

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, this insurance is extended to cover loss of damage to insured property following Vandalism.

For the purpose of this insurance, Vandalism is defined as the willful destruction or defacement of insured property committed not by the insured nor any person acting on his behalf, and is not an act amounting to or committed in connection with an occurrence as mentioned in policy condition 6 c and d.

But the Company shall not be liable under this extension for any loss or damage:

- a. to glass (other than glass building blocks) constituting a part of the
- b. to outdoor signage;
- c. by pilferage, theft, burglary and larceny,; and
- d. whilst the building is vacant beyond a period of thirty (30) days, but for the purpose of this endorsement, a building under construction shall not be deemed

BUSH FIRE CLAUSE

It is hereby declared and understood that loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise of forests, bush, prairies, pampas or jungle and the clearance of lands by fire is covered

BROAD WATER DAMAGE ENDORSEMENT (WITH ABOWTAP)

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

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

PROVIDED THAT:

- A. The Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property;
- B. The Insured shall bear a minimum deductible of P20,000.00 or as stated in the schedule, for each and every claim under this endorsement in addition to other deductible that may be applicable under the policy;
- C. All conditions of this policy shall apply, except in so far as they may be hereby expressly varied and that reference to loss or damage by fire shall be deemed to apply also to loss or damage as aforementioned; and
- D. The liability of the company under this endorsement shall in no case exceed the sum insured by each item of the policy.
- E. This endorsement does not cover the following:
 - a. Damage to plumbing, septic tanks, heating systems, elevated and/or underground tanks and cylinders, standpipes for fire hose, industrial and domestic appliances, refrigerating system, air-conditioning system from which the accidental discharge, leakage or overflow of water/steam emanated.
 - b. Loss or damage by water discharge or leaking from any automatic sprinkler installation within the described buildings.

SPRINKLER LEAKAGE ENDORSEMENT

Loss by sprinkler leakage shall include direct loss resulting from leakage, discharge of water, or other substances from within any part of the sprinkler system including the cost of repairs and replacements to the automatic sprinkler system when damage is caused directly by any of its parts resulting in sprinkler leakage or caused by freezing. Direct loss caused by collapse or fall of tanks forming part of the automatic sprinkler system shall be considered as incidental to and part of the damage caused by sprinkler leakage. The automatic sprinkler system shall be held to mean sprinkler heads, pipes, valves, fittings, tanks (including components, parts, and supports thereof), pumps, and private protection mains, all connected with and constituting a part of an automatic sprinkler system, hydrants, standpipes, or hose outlets supplies from an automatic sprinkler system.

PERSONAL LIABILITY INSURANCE

Combined Single Limit for Property Damage and Bodily Injury :

The Insurer hereby agree with the Insured that subject to the Terms Exception and Conditions contained herein or endorsed hereon the Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of:

- 1) accidental injury to persons
- 2) accidental Damage to property

happening during any period of insurance within the Geographical limits in

connection with the Business.

The maximum amount payable by the Company for damages in respect of one occurrence or all occurrence of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity.

The Company will in addition pay all costs and expenses incurred with its written consent.

This Policy does not apply to liability arising from:

- 1. Injury to any person arising out of the employment of such person by the Insured under a contract of service or apprenticeship.
- 2. Bodily injury to or sickness, disease or death of any employee of the Insured while engaged in the employment of the Insured, or to any obligation for which the Insured or any company as his insurer may be held liable under any workmen's compensation law.
 - 1. Damage to
 - a. property owned, occupied or used by or rented to the Insured
 - b. property due to alleged to be due to the explosion of steam pressure vessels
 - c. any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support
 - d. property belonging to or Held in Trust by or in the Custody or Control of the Insured
 - e. that part of any property worked upon and arising out of such work
- 3. Claims arising out of
 - a. products supplied
 - b. liability assumed by agreement
 - c. products and performance guarantee risks, product recall, contractual penalties
- 4. War and warlike operations, civil war, acts of terrorism
- 5. Nuclear Energy, reactions, radiation and contamination
- 6. Gradual pollution written as such
- 7. Professional Indemnity including Errors and Omissions, Directors and Officers, Medical Malpractice and Fiduciary Liability
- 8. Automobile Liability-Legal liabilities to third parties due to bodily injury

and/or property damage arising out of the ownership, maintenance or use of motor vehicle/s of the Insured or any of its authorized representative.

9. Occurrence outside the insured premises.

General Conditions

- 1. The Insured shall give written notice to the Company as soon as reasonably practicable of any occurrence that may give rise to a claim under this policy and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating thereto shall be forwarded to the Company immediately as they are received.
- 2. No admission offer, promises or payment shall be made or given by on behalf of the Insured without the written consent of the Company who shall be entitled to take over and conduct in the name of the Insured, the defense or settlement of any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may reasonably require.
- 3. The Insured shall give notice as soon as reasonably practicable or any fact which may materially affect the risk insured by this policy.
- 4. The Company may at any time pay the Insured in connection with any claim or series of claims under this policy to which an Indemnity Limit applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which claim can be settled and upon payment being made, the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of the Defense Costs, stated to be Inclusive of Defense Costs).

Provided that if the Company exercise that above option and the amount required to dispose of any claim or series of claims exceed the Indemnity Limit and such excess among is insured either in whole or in part with Defense Costs payable in addition to the Indemnity Limit under this Policy, then the Company will also compute their proportion or subsequent Defense Cost incurred with their consent.

5. Any phrase or word in this policy and the Schedule will be interpreted in accordance with the law of the Republic of the Philippines. The policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy or the Schedule shall bear such specific meaning wherever it

- If any claim under this policy is in any respect fraudulent, all benefit under the policy shall be forfeited.
- 7. Any summon, notice or process to be served upon the Company for the purpose of instituting any legal proceeding against them in connection with this policy may be served upon who have authority to accept service on their behalf.
- 8. The Insured shall take reasonable precautions to prevent injury and damage and to comply with all obligations and regulations imposed by any Authority and to maintain all buildings furnishings ways works machinery and plant in sound condition. The Insured shall forthwith cause any defect or danger to be made good or remedied on discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- 9. If at the time of any loss or damage happening to any property hereby insured, there be any other insurance or insurances whether effected by the Insured or other persons, covering the same property the Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

Interpretation

For the purpose of this policy

- 1. Injury shall mean bodily injury and shall include death and illness.
- 2. Damage shall include loss.
- 3. Beneficiary shall mean any of the following indemnity under this policy.
 - a. the Insured
 - b. the personal representatives of the Insured in respect of liability incurred by the Insured, and if the Insured so request
 - c. I) any principal for whom the Insured is undertaking work or contract
 - II) any director or partner of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this policy if the claim had been made against the Insured
 - III) the officers committees and members of the Insured's canteen social sports and welfare organizations and first aid fire and ambulance services in their respective capacities as such
- 4. Business shall include the provision and management canteens social sports and welfare organizations for the benefit of the Insured's employees and first aid fire and ambulance services

- 5. Property HELD IN Trust by or in the Custody or Control of the Beneficiary shall not include premises at which the Insured is undertaking decoration, alteration
- 6. Liability Assumed by Agreement shall not include liability which would have attached notwithstanding such agreement

IT IS HEREBY DECLARED AND AGREED that the Insurers will not indemnify the Insured in respect of any action for damages brought against the Insured in the courts of any country outside the territorial limits mentioned in the Schedule of this Policy in which the Insured is represented by a branch or by an employee domiciled in the territory or by a company, firm or individual holding the Insured's power of attorney.

LIKEWISE, the Insurers will not indemnify the Insured in respect of judgement/s which are not in the first instance delivered by or obtained from a court for the enforcement of judgement/s made outside of the Philippines by way of reciprocal

PLATE GLASS INSURANCE COVERAGE 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 is extended to cover the plate glass, described below, against breakage or destruction.

This extension provides that if the property covered herein sustains breakage or destruction by any cause, not excluded hereunder, the Company will, at its option,

- a. Pay to the insured a sum equal to the current value of the glass, less the
- b. Reinstate or replace the broken glass with glass of a similar type.

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

- a. Loss or damage caused directly or indirectly by Fire, Earthquake, Flood and/or any other peril which could be insured under an ordinary fire
- b. Damage to frames and framework of every description
- c. The cost of removal and restoration of fixtures, fittings or any obstacles to
- d. Interruption or delay of business and consequential loss of any kind or
- e. Injury, loss or damage arising during the intervening period between the occurrence of any breakage and the time of replacement.
- f. Superficial damage or scratches

It is further understood and agreed that the insured shall bear the amount indicated in the policy schedule as deductible for each and every loss; and that in the computation of loss or damage, Average Clause shall apply after the application of the deductible as provided herein.

Provided always that all the conditions of the policy shall apply, except as they maybe hereby expressly varied.

BREAKAGE OF MIRRORS

It is hereby declared and agreed that accidental damage/breakage of mirrors installed or fixed in the wall are covered under this policy subject to limit stated in the schedule.

PERSONAL ACCIDENT

CONDITIONS

- 1. Written notice shall be given to the Company without necessary delay but in any event within thirty (30) days of the occurrence of the injury in respect of which a claim is to be made. In event of accidental death, immediate notice thereof must be given to the Company.
- 2. All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured or his legal personal representatives 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 Insured shall as soon as possible after the occurrence of any injury obtain and follow the advice of a duly qualified medical practitioner and the Company shall not be liable for any consequence arising by reason of the Insured's failure to obtain or follow such advice and use applicable remedies as may be prescribed.
- 3. The Insured shall give immediate notice in writing to the Company of any change in his address or his profession or occupation or of the effecting of other Insurance except Coupon against accident, disease or sickness and on tendering any premium for the renewal of his Policy shall give notice in writing to the Company of any disease, sickness, physical defect or infirmity with which he has become effected or of which he has become aware since the payment of the proceeding premium.
- 4. Unless the Company at least forty-five days in advance of the end of the policy period mails or delivers to the Assured at the address shown in the policy notice of its intention not to renew the policy or to condition its renewal upon reduction of limits or elimination of coverages, the assured shall be entitled to renew the policy upon payment of the premium due on

- 5. 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 of the Assured, likewise, this policy may be cancelled on the short rate basis set forth in the short rate cancellation table at the request of the Assured.
- 6. No assignment of the benefits of this policy shall be binding upon the Company unless and until the original or a duplicate thereof is filled 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 thereof is formally endorsed hereon by the Company.
- 7. The contract shall terminate in the event of accidental death as provided therein or upon its expiry.
- 8. In any policy year, the aggregate benefits payable under the contract in respect of any one accident resulting in loss(es) within 180 days from date of accident(s) 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.)
- 9. In any policy year, the aggregate benefits payable under the Dismemberment/Disability Benefit of the contract in respect of one or more accident(s) resulting in loss(es) within 180 days from date of accident(s) shall not exceed the principal sum (i.e. for subsequent accident resulting in any loss(es) which would make the aggregate benefits exceed the principal sum, the amount(s) payable under the Dismemberment/Disability Benefit shall be the principal sum less the amount(s) paid from previous loss(es)). However, the payment of the principal sum for such loss(es) shall not terminate the contract in so far as accidental death benefit is concerned.
- 10. 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.
- 11. Any partial benefit already paid for any loss(es) shall not be carried over 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).
- 12. All differences as to the amount of any loss or damage covered by this policy shall be referred to the decision of two arbitrators one to be appointed in writing by each of the parties within thirty (30) days after having been required in writing so to do either of the parties or in case of disagreement between the arbitrators to the decision of an umpire to be appointed in writing by the arbitrators before entering on the reference and

an award by the arbitrator or arbitrators or umpire shall be a condition precedent to any right of action against the Company.

13. IT IS HEREBY DECLARED AND AGREED that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads :

"In case an extraordinary 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

- 14. None of the provisions, conditions and terms of this policy shall be waived or altered except by endorsement signed or initiated by an authorized official of the Company and issued whenever applicable in accordance with the provisions of Section 50 of the Insurance Code.
- 15. If a claim be made and rejected and an action or suit be not commenced either in the Insurance Commission or any court of competent jurisdiction within twelve (12) months from receipt of notice of such rejection, or case of arbitration taking place as provided herein, within twelve (12) months after due notice of the award made by the arbitrator or arbitrators or umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 16. The amount of any loss or damage for which the Company may be liable, under this policy, shall be paid within thirty days after proof of loss is received by the Company and ascertainment of the loss or damage is made either by agreement between the insured and the Company or by arbitration; but if such ascertainment is not had or made within sixty days after such receipt by the Company of the proof of loss, then the loss or damage shall be paid within ninety days after such receipt. Refusal or failure to pay the loss or damage within the time prescribed herein will entitle the assured to collect interest on the proceeds of the policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such failure or refusal to pay is based on the grounds that the claim is fraudulent.

PROVISOS

- 1. This Policy shall not extend to cover :
 - a) Death or disablement occasioned by or happening through :
 - War, Invasions, Act of Foreign Enemy, Hostilities (whether war be

declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Riot, Strikes Military or Popular uprising, Murder, Manslaughter or Assault or any attempt thereat, Felony.

- (ii) Suicide or Attempted Suicide (sane or insane), Hernia, Alcoholism, Drug Addiction, Venereal Diseases, Insanity, Diseases of the Female Reproductive Organ, Pregnancy and Miscarriage.
- (iii) Earthquake, Volcanic Eruption or Tidal Wave.
- b) Death, or disablement occurring whilst the Insured is traveling in an aircraft other than one licensed for Public passenger service and operated by a regular Air Line on a published schedule flight over a regular air route between two definitely established airports and in which the Insured is traveling as a ticketholding passenger.
- c) Death, or disablement consequent upon the Insured engaging in hunting, racing of all kinds, steeplechasing, polo playing, motor cycling, mountaineering, winter sports, ice hockey, football, or yachting, or using woodworking machinery driven by mechanical power.
- Compensation shall be payable only when the entire amount of the claim shall have been ascertained and proven to the satisfaction of the Company.
- 3. 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 I shall be paid to the Beneficiary designated in the Schedule hereto whose receipt for such compensation for death shall be final and full discharged of the liability of the Company thereof.
- 4. The Company shall become liable for the compensation under Benefit A if death occurs within twelve calendar months of bodily injury caused by violent accidental external and visible means.
- 5. The Company shall become liable for the compensation under Benefit B, if permanent disablement occurs within twelve calendar months of aforesaid bodily injury and not followed within twelve calendar months of the said bodily injury by the death of the Insured.

Now This Policy Witnesseth that subject to the payment by the Insured of the sum shown in the schedule as the first premium for the period of insurance stated therein, if at anytime during the said period or any subsequent period for which the Insured shall have paid and the Company accepted a renewal premium,