

WARRANTIES AND CLAUSES
(Applicable only when appearing on the Policy Schedule)

ACCESSORIES CLAUSE

All accessories installed in addition to the standard built-in accessories and/or accessories installed which are of higher value than the standard built-in accessories should be declared to the Company immediately and the policy endorsed accordingly.

When declaring additional accessories the following information should be provided:

- Quantity
- Description
- Unit Price

In the absence of any declaration, settlement in the event of loss will be based on the fair market value of the item lost/damaged at the time of loss.

ACCIDENTAL BURIAL BENEFIT ENDORSEMENT

It is hereby declared and agreed that if the accidental injury sustained by the Assured or any occupants, while travelling in or driving the Insured vehicle with the Assured's order or permission, should result in death the Company will pay for the burial assistance benefit up to maximum limits as stated in the Policy Schedule.

ACTS OF NATURE ENDORSEMENT

Notwithstanding anything contained in the Policy to the contrary and in consideration of the payment of an additional premium, it is hereby understood and agreed that loss or damage directly attributable to flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature are deemed covered subject however to the limit of liability under this Policy.

AUTO PA ENDORSEMENT

Memorandum: In consideration of the payment of an additional premium, it is hereby understood and agreed that the Company undertake to pay compensation in the scale provided below for bodily injury as hereinafter defined sustained by the owner of the Scheduled Vehicle, his/herself and his/her children who are living in the same household whilst:

- Mounting into, dismounting from, traveling in or driving the insured vehicle;
- Operating, riding in, boarding or alighting from any private car;
- Riding in, as a passenger and not as an operator or crew member, boarding or alighting from any public conveyance licensed to carry passengers on land, sea or air;
- As a pedestrian, caused by violent, external and visible means involving any motorized land vehicle, which independently of any other cause (expecting medical and surgical treatment consequent upon such injury) shall within six (6) calendar months of the occurrence of such injury result in:

Scale of Compensation per Seat

1. Death	100% of the principal sum
2. Total and irrevocable loss of all sight in both eyes	100% of the principal sum
3. Total loss by physical severance at or above the wrist or ankle or both hands or both feet or one hand together with one foot	100% of the principal sum
4. Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	100% of the principal sum
5. Total and irrecoverable loss of all sight in one eye	50% of the principal sum
6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot	50% of the principal sum
7. Total loss of both thumb and index finger of either hand	100% of the principal sum
8. Temporary disablement from engaging in or giving any attention to such person's occupation	Php 500.00 or 1% of the principal sum whichever is lesser, per week for a period not exceeding 26 weeks
9. Medical expenses in respect of any one accident	The cost incurred subject to a limit of 20% of the principal sum
10. Aggregate limit under this endorsement, exclusive of medical expenses under no. 9	100% of the principal sum

It is also understood and agreed that the insurance granted by this endorsement extends to cover any occupants of the Scheduled Vehicle other

than the spouse and children of the Insured. But applies only when occupants are mounting into, dismounting from, traveling in or driving the Scheduled Vehicle with the Insured's order or permission.

Provided always that-

- Compensations shall become payable only under one of items 1-8 in respect of any one person arising out of one occurrence;
- No weekly compensation shall become payable until the total amount shall have been ascertained and agreed;
- No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part, arising or resulting from a traceable to (1) intentional self-injury, suicide (whether felonious or not) or attempted suicide, or (2) an accident happening whilst any driver or insured person is under the influence of intoxicating liquor or drugs;
- Compensations shall be payable only with the approval of the Insured and directly to the injured person or his legal personal representative whose receipts shall be a full discharge in respect of the injury to such person;
- In the event that the actual number of passengers at the time of the accident exceeds the maximum seats covered as specified in the Limit of Liability, the Company shall pay only to the extent that the maximum seats covered bear to the actual number of passengers.

Except as varied by this memorandum the terms and conditions of this Policy including any endorsements shall remain in full force and effect.

AIRBAG CLAUSE

The Company will pay and/or replace the air bag including the cost of re-installation following its deployment or discharge consequent upon a sudden and accidental impact to the Scheduled Vehicle provided that due to such impact the said vehicle sustained damages that are compensable under Section III of the policy.

The Company, however, will not pay for claims in respect of damage to the air bag nor for the cost of its re-installation as a result of the following:

- faulty (i) design, (ii) manufacture, or (iii) installation regardless of whether the scheduled vehicle is damaged at the same time;
- discharge or deployment of air bags while the scheduled vehicle is undergoing repairs.

DEDUCTIBLE CLAUSE

It is hereby declared and agreed that notwithstanding anything contained in Exception to Section III (1) of the Policy to the contrary, the Company shall not be liable for the first amount equal to the deductible amount appearing on the Policy Schedule of each and every loss for each and every vehicle insured by this Policy

ENDORSEMENT IN CASE THE MOTOR VEHICLE IS TAX EXEMPT

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that in the event the Scheduled Vehicle insured under this Policy is duty and/or tax free under the customs and/or revenue laws of the Republic of the Philippines, the liability of the Company shall in no case exceed whichever is the less of the following:

- an amount equal to the actual cash value of the motor vehicle at the time of loss or damage less the reasonable amount of customs and/or revenue taxes payable as if the motor vehicle is subjected to duty and/or tax under the customs and/or revenue laws of the Republic of the Philippines; or
- the Insured's estimate of the fair market value of the motor vehicle as stated in the schedule.

IMPORTATION CLAUSE

It is hereby declared and agreed that in case of loss or damage to the Scheduled Vehicle insured and the parts necessary for replacement is not available locally, the expenses for the importation of such parts will be borne by the insured and the liability of the Company in respect of the acquisition cost of such parts shall be limited to the stock price including taxes and duties due thereon plus the reasonable costs of sea freight.

INTER-ISLAND TRANSIT ENDORSEMENT

In consideration of the payment of an additional premium, it is hereby understood and agreed that the insurance coverage under this policy is extended to cover the Scheduled Vehicle while on board a sea vessel during inter-island transit.

Item 1.(b) (iii) of the General Exceptions is deemed deleted.

All other policy terms and conditions shall remain unaltered and in full force and effect.

MORTGAGEE CLAUSE

It is hereby declared and agreed that loss or damage, if any, under this policy shall be payable to the Mortgagee, as specified in the Policy Schedule, as their interest may appear subject to the terms and conditions, warranties and clauses of this Policy. It is expressly understood that this Policy or any Renewal thereof shall not be cancelled without prior written notification to and conformity by the said Mortgagee/s.

NON-DEALER OR NON-CASAREPAIRSHOP CLAUSE

This clause applies to vehicle three (3) years old and above from the date of original purchase of the vehicle. "It is hereby understood and agreed that in case of damage to the Scheduled Vehicle or its accessories or spare parts insured hereon, claim settlements shall be based on the reasonable cost of repair or installation of the same at any dealer or non-casarepairshop accredited with **FPG Insurance** at the time of loss."

PAIR AND SET ENDORSEMENT

It is understood and agreed that in the event of loss or damage to any accessory or accessories, spare parts or spare parts forming part of a pair or set, the measure of loss or damage to such accessory or spare parts shall be its reasonable and fair proportion to the total value of the pair or set, giving consideration to the importance of said accessories or spare parts, but in no event shall such loss or damage be construed to mean a total loss of the pair or set.

STRIKES, RIOTS, CIVIL COMMOTION ENDORSEMENT

It is hereby declared and agreed that the indemnity provided by this policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this endorsement shall mean loss of or damage to

the property insured directly caused by:

- a. 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); b. 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;
- c. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out;
- d. The action of any lawfully constituted authority in preventing or attempting to prevent such a factor in minimizing the consequences of any such act.

Provided that the Company shall not be liable for loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any processor operation.

Provided further that the Company shall not be liable for loss, damage or liability occasioned directly or indirectly by through or in consequence of any of the following occurrences, namely:

- i. War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war or act of terrorism;
- ii. Mutiny, civil commotion assuming the proportion of a mounting or a popular uprising, military uprising, insurrection, rebellion, revolution, military or usurped power;
- iii. Acts of persons operating on behalf of or in connection with any political organization, martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege
- iv. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority or by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building, 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.

In any action, suit or other proceeding where the Company alleges that by reason of the provision 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. Subject to the terms, exceptions, conditions and limitations of the policy.

The additional premium for this extension has been included in the provisional premium shown in the schedule.

TOTAL ASBESTOSEXCLUSION CLAUSE

This policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving: asbestos, or any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

TERRORISM AND SABOTAGE EXCLUSION CLAUSE

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), which from its nature or context is done for or in connection with political, religious, ideological or similar purposes including the intent 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 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 insured.

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

UNDERINSURANCE CLAUSE

Notwithstanding anything contained in the Policy to the contrary, it is hereby mutually understood and agreed that in the event of any claim, whether total or partial, the Insured shall be considered as Co-Insurer and shall bear corresponding percentage as stated in the Policy Schedule of each and every loss, it being understood that the stated percentage is the amount of under-insurance of the insured vehicle.

It is also declared and agreed that any claim for partial loss shall be adjusted in accordance with the following computations:

a. Total adjusted cost to repair	Php xxxxxxxx
b. Less: Depreciation on cost of replacement parts	xxxxxxx
c. Net Claim adjusted	Php xxxxxxxx
d. Less: Insured's co-insurance share (percentage under-insured X item c. above)	xxxxxxx
Policy Deductible	xxxxxxx
e. FPG's Net Liability	Php xxxxxxxx

It is further declared and agreed that the determination for Total and/or Constructive Total Loss shall be reckoned from the vehicle's market value and not from the insured's declared value.

WHAT TO DO IN THE EVENT OF A NON-DAMAGE LOSS OR THEFT OF PARTS/ACCESSORIES

Important Notes: To assist you in the event of an accident or loss and to safeguard your rights under your policy, please follow these procedures. If you do not do all of the following, your rights under your policy may be prejudiced.

1. Take photographs of the damage to your vehicle, or in the case of the theft of parts/accessories, take photographs of the areas in the car where the parts/accessories were forcibly taken.
 2. Report the loss to your agent or broker, or directly to **FPG Insurance**. An evaluator or claims processor will inspect your vehicle and investigate the loss.
 3. Prepare an affidavit stating the circumstances of the accident or loss. Obtain an affidavit of witness, if any. In case of the theft of parts/accessories, obtain a police report.
 4. Take your vehicle to an accredited shop of **FPG Insurance** for an estimate of repair or parts replacement. Your agent or broker or our claims processor will refer an accredited shop nearest you. In case of windshield breakage bring your car to any outlet of **Aguila Glass** or **Universal Glass** and secure an estimate.
 5. Submit original copy of affidavit of loss, photographs, repair estimates and photocopies of your vehicle registration certificate and driver's license and official receipt to your agent/broker or to the Company's evaluator/claims processor.
 6. Await our authority before initiating repair of your vehicle.
- Additional requirements in the event of the theft of the whole vehicle**
7. Report the loss to the Philippine National Police Anti-Carnapping Unit, and obtain copies of the complaints sheet and the PNP alarm.
 8. Submit copy of alarm sheet/complaints sheet.
- Additional requirements in the event of the Third Party Bodily Injury or Property Damage**
9. Do not admit liability for the accident and avoid making payments.
 10. Contact the nearest police station and request for a thorough investigation. If the vehicle has to be moved before a police investigator arrives, prepare a sketch of the accident and ask the other party to sign and indicate his/her agreement to the sketch, and submit the same to the police investigator.
 11. Arrange for injured person to get immediate medical help.
 12. Take and submit photographs of the damages of the third party vehicles.