PRIVATE VEHICLE INSURANCE POLICY
CTPL STAND - ALONE

WHEREAS THE INSURED/ASSURED, by his/her corresponding proposal and declaration, and which shall be the basis of this Contract and deemed incorporated herein, has applied to the **Fortune General Insurance Corporation** (herein referred to as "the Company" or "the Insurer") for the insurance hereinafter contained, subject to the payment of the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH:
That, in respect of events occurring during the period of insurance, and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy):

IN WITNESS WHEREOF, the Company has caused this Policy to be signed by its duly authorized representative at the date and place stated in the Policy Schedule.

AUTHORIZED TO OPERATE THE COVERED VEHICLE:
Any of the following:
(a) **Insured/Assured**; or
(b) **Authorized driver**, defined as any person driving on the Insured/Assured's order or with his/her permission provided that the person driving is permitted, in accordance with the licensing law or other regulations, to drive the Covered Vehicle, and is not disqualified by order of a Court of Law or by reason of any enactment or regulation duly issued for that purpose, provided that for Sections I and II (Compulsory Third Party Liability) only of this Policy, an authorized driver shall include a duly licensed driver but whose license at the time of the accident had expired.

LIMITATIONS AS TO USE:
Use only for social, domestic and pleasure purposes, and for the Insured/Assured's business or profession. This policy does not cover:
(1) Use for the hauling and/or carrying of logs, lumber, sand, gravel, bottled beverages, gasoline products and/or other inflammable articles or materials.
(2) Use for racing, pacemaking, reliability trial or speed testing.
N. B. Provided that limitations (1) and (2) above may be deleted and the risks named therein covered by this Policy upon agreement by, and payment of 20% additional premium to the Insurer.
(3) Use for the carriage of PASSENGERS or for hire or reward.
(4) Use for any purpose in connection with the Motor Trade.

SECTIONS I and II of this Policy cover THIRD PARTY liability arising from bodily injury and/or death in amounts set forth under the Schedule of Indemnities.

Please examine this document and the schedule and if they do not meet your requirements, or if any information is not correctly stated, kindly return them at once to the issuing office and ask for the corrections to be made.

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

IMPORTANT NOTICE

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

SECTION I- LIABILITY TO THE PUBLIC

1. The Insurer will pay all sums necessary to discharge liability of the Insured/Assured, arising from all expenses and damages directly resulting from any bodily injury and/or death to any Third Party (excluding all moral, exemplary and other incidental damages, expenses and loss of income) in an accident involving the use of the Covered Vehicle, provided that the Insured/Assured's liability shall have first been determined, but not exceeding in the aggregate amount of Two Hundred Thousand Pesos (Php200,000.00) per occurrence, regardless of the number of individual-claims.
2. Subject to the terms and conditions of this Policy, the Insurer will indemnify:
   (a) The Insured/Assured or any authorized Driver who is driving the Covered Vehicle provided that he/she:
      (i) Observes, fulfills, and be subject to the Terms of this Policy insofar as they can apply;
      (ii) Is not entitled to indemnity under any other policy subject, however, to Condition No. 8 of the Conditions Applicable To All Sections;
   (b) The Insured/Assured while personally driving a private vehicle not belonging to him and not hired to him under a hired purchase agreement.
3. In the event of the death of any person entitled to indemnity under this Policy, the Insured's heirs or any of their authorized representative shall receive the benefits, subject to the terms and conditions hereof.
4. In the event of accident involving indemnity under this Policy to more than one person, the aggregate amount shall not exceed the Limits of Liability as stated in this policy.
5. Unless the Insured/Assured objects, the Insurer shall:
   (a) arrange for representation at any inquest or investigation in respect of any death which may be the subject of indemnity under this Section;
   (b) undertake the defense in the Insurance Commission under Section 398 of the Insurance Code, or in any court of law, for alleged offenses causing, or relating to, any event which may be the subject of indemnity under this Section.

SCHEDULE OF INDEMNITIES FOR BODILY INJURY AND/OR DEATH

The following Schedule of Indemnities shall be observed in the settlement of claims for death, bodily injuries, professional fees and hospital charges for services rendered to traffic accident victims under the Compulsory Motor Vehicle Liability Insurance Coverage.

A.	**DEATH INDEMNITY INCLUDING BURIAL AND FUNERAL EXPENSES**		**P 200,000.00**
B.	**BODILY INJURIES AND FRACTURES**		
	Types of Accommodation or Professional Attendance Extended	Services Rendered	Maximum Reimbursable Fees and /or Charges
1.	Hospital Rooms	Maximum of 45 days per accident	P 500.00/day
	Laboratory Examinations/Diagnostic Procedures (X-ray, MRI, etc.)	……..	2,000.00
2.	Surgical Expenses	Major Operation……..	7,500.00
		Medium Operation ……	5,000.00
		Minor Operation ……	1,500.00
3.	Anesthesiologist's Fee	Major Operation……..	2,500.00
		Medium Operation ……	2,000.00
		Minor Operation ……	500.00
4.	Operating Room	Major Operation……..	1,500.00
		Medium Operation ……	1,000.00
		Minor Operation ……	500.00
5.	Medical Expenses	For daily visits of Practitioner or Specialists ……	400.00/day
		The total amount of medical expenses must not exceed (For a single period of confinement)	5,000.00
7.	Drugs and Medicine	Actual Value of drugs and medicine used but not to exceed	20,000.00
8.	Ambulance	Actual amount charged for ambulance transport but not to exceed	1,500.00

C.	**PERMANENT DISABLEMENT**	**AMOUNT**
	Loss of or Loss of Use of:	
	Two Limbs	P50,000.00
	Both Hands, or all fingers & both thumbs	50,000.00
	Both Feet	50,000.00
	One Hand and one foot	50,000.00
	Sight of both eyes	50,000.00
	Injuries resulting in being permanently bedridden	50,000.00
	Any other injury causing permanent total disablement	50,000.00
	Arm at or above elbow	20,000.00
	Arm between elbow and wrist	15,000.00
	Hand	15,000.00
	Four fingers and thumb of one hand	15,000.00
	Four fingers	12,000.00
	Leg at or above knee	20,000.00
	Leg below knee	15,000.00
	One foot	15,000.00
	All toes of one foot	10,000.00
	Thumb	8,000.00
	Index Finger	6,000.00
	Sight of one Eye	20,000.00
	Hearing of both Ears	30,000.00
	Hearing of one Ear	15,000.00

D. OTHER INCIDENTAL EXPENSES

The Company will pay all pertinent and reasonable expenses incurred in connection with the accident not provided under this Schedule of Indemnities (A), (B), and (C), subject to a maximum amount of Ten Thousand Pesos (P10,000.00) but in no case shall the Company's aggregate payment exceed the overall Limits of Liability under Sections I and II.

SECTION II- NO FAULT INDEMNITY

The Insurer will pay any claim for bodily injury and/or death to any passenger or THIRD PARTY without the necessity of proving fault or negligence of any kind, provided that:

(a) The total indemnity in respect of any one THIRD PARTY shall not be less than Thirty Thousand Pesos (Php30,000.00) or actual cost, whichever is lower, subject to the foregoing Schedule of Indemnities in case of death or physical injury,

without prejudice to the claimant from pursuing his/her claim further, in which case he/she shall not be required or compelled by the Insurer to execute any Quit Claim or document releasing it from liability under the policy of insurance.

(b) The following proofs of loss, when submitted under oath, shall be sufficient evidence to substantiate the claim:
  (i) Police report of accident or any evidence sufficient to establish the accident; and
  (ii) Medical report and evidence of medical or hospital expenses; and/or
  (iii) Death Certificate and evidence sufficient to establish the proper payee.

(c) Claim may be made against one motor vehicle only.

(d) In the case of an occupant of a vehicle, claim shall be made against the insurer of the vehicle in which the occupant is riding, mounting or dismounting from.

(e) In any other case, claim shall be made against the insurer of the directly offending vehicle.

(f) In all cases, the right of the party paying the claim to recover against the owner of the vehicle responsible for the accident shall be maintained.

GENERAL EXCEPTIONS

The Insurer shall not be liable under any Section of this Policy in respect of:

1. Any accident, or liability caused, or incurred:
   (a) outside the Republic of the Philippines; or
   (b) while the Covered Vehicle is:
     (i) being used not in accordance with the limitations as to use;
     (ii) being driven by any person other than an Authorized Driver; or
     (iii) on board a sea vessel on inter-island transit;
2. Any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement, except liability arising out of an on the spot agreement or amicable settlement of minor accident to avoid impairing the flow of traffic.
3. Except in respect of claims arising under Sections I and II of this policy, any accident, loss, damage or liability directly or indirectly, proximately or remotely occasioned by, contributed to by or traceable to, or arising out of, or in connection with flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not), strike, civil commotion, mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law, or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege, or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured/assured shall prove that the accident, loss or damage or liability arose independently of, and was in no way connected with, or occasioned by, or contributed to, any of the said occurrences, or any consequence thereof, and in default of such proof, the Insurer shall not be liable to make any payment in respect of such a claim.
4. Any sum which the Insured/Assured would have been entitled to recover from any party but for an agreement between the Insured/assured and such party.
5. Bodily injury and/or death to any person in the employ of the Insured/Assured arising out of and in the course of such employment, or bodily injury and/or death to any member of the Insured/Assured's household who is riding in the Covered Vehicle.

DEFINITIONS

1. **MOTOR VEHICLE** is any vehicle as defined in Section Three, paragraph (a) of Republic Act No. 4136, otherwise known as the "Land Transportation and Traffic Code".
2. **THIRD PARTY** is any person, whether inside the covered vehicle or otherwise, except:
   (i) PASSENGER as defined herein;
   (ii) a member of the household of the vehicle owner;
   (iii) a member of the family of a motor vehicle owner within the second degree of consanguinity or affinity; or
   (iv) the motor vehicle owner's employee, in respect of death or bodily injury arising out of and in the course of employment.
3. **PASSENGER** is any fare paying person being transported and conveyed in and by a motor vehicle for transportation of passengers for compensation, including persons expressly authorized by law or by the vehicle's operator or his/her agents to ride without fare.

CONDITIONS APPLICABLE TO ALL SECTIONS

1. This 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 this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice of loss/claim or such other notices and/or communication to be given or made under this Policy shall be delivered in writing or other alternative means to the Insurer.

3. The lnsured/Assured shall take all reasonable steps to safeguard the Covered Vehicle from loss or damage and to maintain the Covered Vehicle in efficient condition, and the lnsurer shall have, at all times, free and full access to examine the Covered Vehicle or any part thereof or any driver or employee of the lnsured/Assured. ln the event of any accident or breakdown, the Covered Vehicle shall not be left unattended without proper precaution being taken to prevent further loss or damage and if the Covered Vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Covered Vehicle shall be excluded from the scope of the indemnity granted by this Policy.
4. ln the event of any accident which may give rise to a claim under this Policy, the lnsured/Assured shall, as soon as possible, give notice thereof to the lnsurer with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to the lnsurer immediately on receipt. Notice shall also be given to the lnsurer immediately as soon as the lnsured/Assured shall have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any such occurrence. ln case of carnapping or other criminal act which may give rise to a claim under this Policy, the lnsured/Assured shall give immediate notice to the Police and cooperate with the lnsurer in securing the conviction of the offender.
5. Without prejudice to No.2 of the General Exceptions the lnsurer shall be entitled to take over the conduct in the lnsured/Assured's name, the defense or settlement of any claim, or to prosecute in his/her name for its own benefit any claim for indemnity or damages or otherwise, but shall not exercise any discretion prejudicial to the interest of the Insured/assured in the conduct of any proceedings in the settlement of any claim, and the Insured/assured shall give all such information and assistance as the lnsurer may require. lf the lnsurer shall, with the consent of the lnsured/Assured, make any payment in settlement of any claim, and such payment includes any amount not covered by this Policy, the lnsured/Assured shall reimburse the lnsurer the amount not so covered.
6. At any time after the happening of any event giving rise to a claim or series of claims under this Policy, the lnsurer may pay to the lnsured/Assured and the Third Party claimant jointly the full amount of the lnsurer's liability and relinquish the conduct of any defense, settlement or proceedings. The lnsurer shall not be responsible for any damage alleged to have been caused to the lnsured/Assured in consequence of any alleged action or omission of the lnsurer in connection with such defense, settlements or proceedings or of the lnsurer relinquishing such conduct, nor shall the lnsurer be liable for any costs or expenses whatsoever incurred by the lnsured/Assured or any claimant or other person after the lnsurer shall have so relinquished.
7. The lnsurer may cancel this Policy in accordance with Sections 64, 65, 80 and 393 of the lnsurance Code, in which case, the lnsurer shall thereupon return to the lnsured/Assured premiums paid less the pro rata portion thereof for the period when the Policy has been in force. The lnsured/Assured may, at any time, cancel the Policy by surrendering it to the lnsurer and (provided no claim has arisen during the then current period of lnsurance) the Insured/assured shall be entitled to a return of the premium at the lnsurer's Short Period Rates for the period when the policy has been in force. However, in respect of Sections I and ll, the cancellation made by the lnsured/Assured shall not be effective unless he has secured a similar policy of insurance to replace the policy to be cancelled and without any gap file within five (5) working days from the date of cancellation the required documentation with the Land Transportation Office.
8. lf any claim arises under this Policy and there is any other insurance covering the same loss, damage or liability, the lnsurer shall not be liable to pay or contribute more than its ratable proportion of any loss, damage, compensation, costs or expenses provided that nothing in this Condition shall impose on the lnsurer any liability from which it would have been relieved under proviso (ii) of Section I-2 (a) of this Policy.
9. ln the event of any controversy or claim arising out of or relating to this contract, or a breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the lnsurance Commission or any recognized mediation institution under its Mediation Rules before resorting to litigation, or some other dispute resolution procedure. lf a claim be made and denied, and an action or suit be not commenced within one (1) year after such denial, then the claim shall, for all purposes, be deemed to have been abandoned and shall not hereafter be recoverable hereunder. The filing of a request for reconsideration of such denial shall not stop the one (1) year period from running. Provided, however, that in case of any dispute in the enforcement of the provisions of Sections I and ll of this Policy, the adjudication of such dispute shall be within the original and exclusive jurisdiction of the lnsurance Commissioner, subject to the limitations provided in Section 439 of the lnsurance Code, as amended.
10. The due observance and fulfillment of the Terms of this Policy, insofar as they relate to anything to be done or not to be done by the lnsured/Assured, and the truth of the statements and answer in the proposal, shall be conditions precedent to any liability of the lnsurer to make any payment under this Policy.
11. ln the event that the lnsurer should pay or be held liable to pay any claim or claims under the "No Fault" provision of the lnsurance Code, the lnsured/Assured shall reimburse the lnsurer all such sums, whenever the lnsured/Assured or his/her authorized driver or representative has committed a breach of any of the warranties, clauses or conditions of the Policy, or whenever the circumstances fall under any of the EXCEPTIONS listed in the Policy, for which the lnsurer would not have been liable were it not for the application of the "No-Fault" provision of the lnsurance Code.
12. ln the event that there is a change of ownership of the insured vehicle, the Insured/Assured/previous owner and/or the new owner must coordinate with the insurer to transfer the insurance coverage to the new owner of the insured vehicle through endorsement or issuance of a new policy.
13. Claims immediately settled or paid by the Insured/assured without the prior consent of the insurer is valid provided that it does not exceed the amount of Five Thousand Pesos (Php 5,000.00).

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

NUCLEAR EXCLUSIONS CLAUSE

1. This Policy 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 of whatsoever nature, 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, combustion shall only include any self-sustaining process of nuclear fission.
2. The indemnity provided by this Policy, shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to, by, or arising from, nuclear weapons material.

WAIVER CLAUSE
(CIVIL CODE ARTICLE 1250)

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.

SHORT PERIOD RATE SCALE

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

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

FORTUNE GENERAL INSURANCE CORPORATION
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