



FIRE POLICY

THIS POLICY 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 if the Property above described or any part thereof, shall be destroyed or damaged by Fire or Lightning, after the payment of the premium by the Insured to the Company, during the term of this Policy as indicated herein before 4:00 P.M. of the last day of any subsequent period in respect of which the Insured, or a successor in 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 several matters above specified, the sums set 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 at the date and place stated in the Schedule.

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 duplicate 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 the Policyholder relating to insurance matters.



POLICY CONDITIONS

1. If there be any material misdescription of any of the property hereby Insured, or of 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 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 an agent, broker, or Company official, shall be deemed invalid and of no effect. No payment in respect of premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an official of the Company 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 and 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 insurance already effected, or which may be subsequently effected, covering any of the property or properties consisting of stocks in trade, goods in process and / or inventories only hereby Insured, and unless such notice be given and the particulars of such insurance or insurances be stated therein or endorsed on this Policy pursuant to Section 50 of the Insurance Code, by or on behalf of the Company before the occurrence of any loss or damage, all benefits 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 Php 200,000.00.
4. All insurance under this Policy,
 1. On any building or part of any building;
 2. On any property contained in any building;
 3. 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 displacement
 - a) of such building or have any part thereof
 - b) of the whole or any part of any range of buildings or of any structure of which such building forms part of.

PROVIDED that such fall or displacement is of the whole or a substantial or important part 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 under 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 providing 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 expected loss be the direct and necessary result of, or ultimately due and 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:
 - a) The burning of property by order of any public authority;
 - b) Subterranean fire

6. This insurance does not cover any loss or damage occasioned by or in consequence, directly or indirectly, of any of the following occurrences, namely:
 - a. Earthquake, volcanic eruption, or any convulsion of nature;
 - b. Typhoon, hurricane, tornado, cyclone, or other atmospheric disturbances;
 - c. War, invasion, act of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war;
 - d. Mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, or usurped power.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any 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 action, suit or other proceedings 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.

7. This insurance does not cover:
 - a. Loss or destruction of or damage to any property whatsoever, or of any loss or expenses 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 radiation or contamination by radioactivity from any 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 or fusion.

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.

8. Unless otherwise expressly stated in the Policy, this insurance does not cover:
 - a. Goods held in trust or commission.
 - b. Bullion or unset precious stones.
 - c. Any curiosity or work of art for an amount exceeding PhP 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, book of accounts or other business books, computer systems 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 explosions, but loss or damage by explosion of gas used for illumination 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 an electrical installation arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning 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 signified 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 the property Insured is removed from any building or place other than in that which is herein stated to be Insured.
- d. If the interest in the property Insured passes from the Insured other 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 or would be, but for the existence of this Policy, be 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 to the Insured. Likewise, this Policy may be cancelled on the short rate basis set forth in the short rate cancellation table at the request of the Insured.

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	- Annual Rate

13. The Insured shall give immediate written notice to the Company of any loss, protect the property from further damage, forthwith separate the damaged and undamaged personal property, and put it in the best possible order, furnish a complete inventory of the destroyed, damage, or undamaged property, showing in detail quantities, costs, actual cash value, and the 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 the origin of the loss; the interest of the Insured and of all others on the property; the actual cash value of each item thereof and the amount of loss thereto; 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 the said property since the issuing of this Policy; by whom and for what purpose any buildings herein described and the several parts thereof were occupied at the time of the loss and whether or no it then stood on leased ground; and shall furnish a copy of all the descriptions and schedules in all Policies and, if required, verified plans and specifications of any building, fixtures, or machinery destroyed or damaged. The Insured, as often as may reasonably require, shall exhibit to any person designated by the Company, all that remains of any property herein described, and submit to examination under oath by any person named by the Company, and subscribe the same; and as often as may be reasonably required, shall produce for examination all books of accounts, bills, invoices, and other vouchers, or certified copies thereof if the 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:

- a. Enter and take and keep possession of the building or premises where the loss or damage has happened.

- b. 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.
- c. Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
- d. Sell any property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercise 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 its rights 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 benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

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 anyone acting on his behalf to obtain any benefit under the Policy; or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits 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 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 of the Company thereon.

If the Company so elect 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 alignments of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum 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 indemnify 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 its indemnification by the Company.

18. Subject to and in accordance with pertinent provisions of Condition No.3 whenever applicable if at the time of any loss or damage happening to any property hereby Insured, there be any other subsisting 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 Section 82 of the Insurance Code.

19. This is an open Policy as defined by 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. [Average Clause] 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 provisions 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:

- (1) If the fire started simultaneously in more than one part of the building or establishment.
 - (2) If substantial amount of flammable substances or materials are stored within the building, not necessary in the building of the offender or for household use.
 - (3) 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 the foregoing are found in ruins or premises of the burned building or property.
 - (4) If the building or property is Insured for substantially more than its actual value at the time of the issuance of the Policy.
 - (5) If during the lifetime of corresponding fire insurance Policy more than two fires have occurred in the same or other premises owned or under the control of the offender and / or Insured.
 - (6) 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.
 - (7) 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 differences or if they cannot agree upon a single arbitrator to the decision of two arbitrators, one appointed in writing by each parties within thirty (30) days after having been required in writing so to do by either of the parties or in case of disagreement between the arbitrators to the decision of an umpire to be appointed in writing by the arbitrators before entering on the reference and an award by the arbitrator or arbitrators or umpire shall be a condition precedent to any right of actions against the Company.

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 establishments 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 the claim paid under this Policy.
25. Every notice and other communication to the Company required by these conditions must be written or printed.
26. [Renewal Clause] 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 the reduction of limits or elimination of coverages the Assured shall be entitled to renew the Policy upon payment of the premium due on the effective date or renewal.
27. [Action or Suit Clause] 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 of 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 shall 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 or initiated by an authorized official of the Company and issued whenever applicable in accordance with provisions of Section 50 of the Insurance Code.
29. [Settlement of Claim Clause] The amount of any loss or damage or 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 (60) days after such receipt by the Company of the proof of loss or damage, 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 Insured to collect interest on the proceeds of the Policy for the duration of the delay at the rate of SIX PERCENT PER ANNUM, unless such failure or refusal to pay is based on the grounds that the claim is fraudulent.

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 of such arson despite the exercise of due diligence on his part.

FORTUNE GENERAL INSURANCE CORPORATION

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