Fortune GENERAL

PERSONAL ACCIDENT INSURANCE POLICY

THIS POLICY WITHNESSETH THAT, subject to the payment of the Insured of the premium, the Company agrees subject to the terms contained herein or endorsed hereon to pay compensation to the Insured in trust for the Insured Person or in the event of death the legal personal representatives of the Insured Person upon the basis of and in accordance with Table of Benefits in respect of injury sustained by the Insured Person during the Period of Insurance.

The proposal made by the Policyholder shall be the basis of the contract and hereby made part of this policy.

The provisions printed in this policy jacket and the policy schedule herein attached form a part of this policy as fully stated over the signature hereto affixed.

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.

DEFINITIONS

Company

Wherever used shall mean Fortune General Insurance Corporation

Proposal

Wherever used shall mean the signed proposal form and declaration and any additional information supplied by or in behalf of the Insured.

Policy

Wherever used shall mean the Policy and Schedule or Endorsement attached or issued.

Insured

Wherever used shall mean the policyholder, the person so named in the Policy Schedule or the employer principal organization.

Injury

Wherever used shall mean bodily Injury caused by accidental means solely and independently of any other causes resulting to Insured's death or dismemberment/disablement.

Beneficiary

Wherever used shall mean the person stated in the schedule or the legal representative who shall receive the benefits in the event of the accidental death of the insured person.

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.

EXTENSIONS

Exposure and Disappearance
In the event the insured is unavoidably exposed to the elements and as a result suffers a loss for which a benefit is otherwise payable, such a loss will be covered under the policy. In the event the insured's body has not been found within two years after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which the Insured was traveling in and it is reasonable to believe that the Insured has died as a result of bodily injury caused by accident, the Death benefit shall become payable subject to a signed undertaking that if this belief is subsequently found to be wrong, such benefit shall be refunded to the Company.

Drowning or Suffocation
Accidental bodily injury sustained as a result of drowning or suffocation by poisonous fumes, gas or smoke will be covered provided that such Injury did not arise out of or in connection with the Insured's own willful or intentional act.

Unprovoked Murder and Assault
Pays for death caused by unprovoked murder or assault up to the maximum limit stated in the schedule of this policy.

EXCLUDED ACTIVITIES

(a) Professional, dangerous or extreme Sport
(b) Climbing, mountaineering or any activities necessitating the use of ropes or guides.
(c) Motor rallies
(d) Racing other than on foot
(e) Scuba diving, wind surfing or any related water activities
(f) All forms of motor cycling (including pillion riding)

EXCLUSIONS

Except so far as the Company shall by endorsement hereon have agreed to the contrary this policy does not insure against:

(a) Any loss or expense caused by or resulting from:
    1) Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound)
    2) Pregnancy and any other kind of disease
    3) Medical or surgical treatment (except such as may be necessary solely due to injuries covered by this policy and performed within the time provided in the Policy)
    4) Kidnapping.
    5) Congenital anomalies and conditions arising there from
    6) Self-inflicted injury
    7) Injury sustained while under the influence of alcohol or prohibited drugs.
(b) Suicide or any attempt thereat (sane or insane)
(c) War, invasions, act of foreign enemy, hostilities or warlike operations (whether war be declared or not(, mutiny, riot, civil commotion, strike, civil war, rebellion, revolution insurrection, conspiracy, military or usurp power, martial law or state of siege, seizure, quarantine, or customs regulations, or nationalization by or under the order of the government or public or local authority, or any weapon or instrument employing automatic fission or radioactive force, whether in time of peace or war.
(d) Act of terrorism including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
(e) Any loss, damage, cost, or expense directly or indirectly arising our of (a) biological or chemical contamination (b) missiles, bombs, grenades or explosives due to any act of terrorism.
(f) While the Policyholder is serving in the Armed Forces of any country or international authority, whether in peace or war, and in such an event the Company, upon application of the Policyholder, shall return the pro rata premium for any such period of service.
(g) Death or dismemberment/disablement occurring whilst 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 insured is traveling as a ticket-holding passenger.
(h) Any loss or expense in which a proximate cause was the Policyholder's attempted commission of or willful participation in any crime punishable under the Revised Penal Code of the Philippines except crimes or reckless imprudence as defined by Article 365 or under similar laws of any country in which the crime was attempted, or resistance to lawful arrest.
(i) Ship crews and shipyard workers, airline personnel and aircrews, fishermen, firemen, Armed Forces of the Philippines, Philippine National Police and similar occupational classification.

CONDITIONS

1. **ENTIRE CONTRACT**. This Policy, together with the endorsements, if any, certificate of insurance and the application constitute the entire contract of insurance. Any rider, clauses, warranty, or endorsement purporting to be part of the contract of insurance and which is pasted or attached to this policy is not binding on the Policyholder, unless the descriptive title or name of the rider, clause, warranty or endorsement is also mentioned and written on the blank space provided in the Policy. Unless applied for by the Policyholder, any rider, clause, warranty or endorsement issued after the original Policy shall be countersigned by the Policyholder which counter signature shall be taken as his agreement to the contents of such rider, clause, warranty or endorsement.
2. **REINSTATEMENT OF POLICY**. If default be made in the payment of the agreed premium for this Policy, the subsequent acceptance of a premium by the Company or by any of its duly authorized agents shall reinstate the Policy, but only to cover loss resulting from accidental bodily injury thereafter sustained.
3. **TIME OF NOTICE OF CLAIM**. Written notice of claim must be given to the Company within thirty days (30) after the accident causing any loss covered under this Policy. In the event of the accidental death, immediate notice thereof must be given to the Company.
4. **SUFFICIENCY OF NOTICE**. Such notice by or in behalf of the Policyholder or Beneficiary, as the case may be given to the Company, with particulars sufficient to identify the Policyholder shall be deemed to be a notice to the Company. Failure to give notice within the time provided in this Policy shall not invalidate any claim if it shall be shown not to have been possible to give such notice and that notice as given as soon as reasonably possible.
5. **FORMS FOR PROOF OF LOSS**. The Company upon receipt of a notice of claim will furnish to the claimant such forms as are usually required by the Company for filling proofs of loss. If such forms are not furnished by the Company within fifteen (15) days after its receipt of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting within the time fixed in the Policy for filling proofs of loss, written proofs covering the occurrence, character and extent of loss for which claim is made. All certificates, information and evidence, other than the usual claim forms, which the Policyholder shall furnish, which the Company may reasonably require in support of a claim.
6. **TIME FOR FILING PROOF OF LOSS**. Complete claim forms and written proof of loss must be furnished to the Company within ninety (90) days after the date of such loss. Failure to furnish such proof within the time period required shall not invalidate nor reduce any claim if it shall be shown that it was not reasonably possible to give proof within such time and that the same was given as soon as it was reasonably possible.

7. **MEDICAL EXAMINATION.** The Company shall have the right and opportunity to examine the person of the Policy holder when or as often as it may reasonably require during the pendency of any claim hereunder, and also the right and opportunity to make any autopsy in case of death where it is not forbidden by law.
8. **PAYMENT OF LOSS OR INDEMNITY**. The amount of any loss or damage for which the Company may be liable under this Policy shall be paid within thirty (30) days after proof of loss is received by the Company and ascertainment of the loss or damage is made either by agreement between the Policyholder or Beneficiary and the Company or by arbitration but if such ascertainment is not had or made within sixty (60) days after such receipt by the Company of the proof of loss, then the loss or damage shall be paid within ninety (90) days after such receipt.
9. **ARBITRATION CLAUSE.** All differences as to the amount of any loss or damage covered by this Policy shall be referred to the decision of an arbitrator to be appointed by the parties in difference or if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within thirty (30) days after having been required in writing so to do by either of the parties or in case of disagreement between the arbitrator, 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 only in cases of differences as to the amount of liability actually arising out of this Policy.
10. **TO WHOM INDEMNITIES PAYABLE**. Indemnity for loss of life of the Policyholder is payable to the beneficiary, if surviving otherwise to the Estate of the Policyholder. All other indemnities of this Policy are payable to the Policyholder.
11. **RIGHTS OF BENEFICIARY**. Unless irrevocably designated, consent of the Beneficiary shall not be requisite to surrender or assignment of this Policy or to change of Beneficiary or to any other changes in this Policy.
12. **LIMITATIONS OF TIME OF BRINGING SUIT**: 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 one (1) year from receipt of notice of such rejection, or in case of arbitration taking place as provided herein, within one (1) year after due notice of the award made by the arbitrators or umpire, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
13. **CHANGE OF OCCUPATION**. If the Policyholder sustains a loss after having changed his occupation to one classified by the Company as more hazardous than that stated in this Policy or while doing for compensation anything pertaining to an occupation so classified, the Company will pay only such portion of the indemnities provided in this Policy as the premium paid would have purchased at the rates and within the limits fixed by the Company for such more hazardous occupation.

    If the Policyholder sustains a loss after having changed his occupation to one classified by the Company as less hazardous than that stated in this Policy, the Company, upon receipt of notice of proof of such change of occupation, will reduce the premium rate accordingly, and will return the excess pro rata unearned premium from the date of change of occupation or from the policy anniversary date immediately preceding of such proof, whichever is the more recent.

    In applying this provision, the classification of occupational risk and the premium rates shall be such as existing as of the date of the policy was first issued or if there has been renewal of the Policy, as of the date it was last renewed whichever is applicable.
14. **ASSIGNMENT**. No assignment of interest under this Policy shall be binding upon the Company unless and until the original or a duplicate is filed at the Home Office. The Company does not assume any responsibility for the validity of an assignment. No change of beneficiary under this Policy shall bind the Company, unless consent thereto is formally endorsed hereon by an authorized officer of the Company. No provision of the charter, constitution or by-laws of this Company shall be used in defense of any claim arising under this Policy, unless such provision is incorporated in full in this Policy.
15. **RENEWAL CLAUSE**. The Policyholder shall be entitled to renew this Policy upon payment of the premium due on the effective date of renewal unless the Company gives notice to the Policyholder either by e-mail or delivered to the Policyholder at the address shown in the Policy at least forty-five (45) days in advance at the end of the Policy period of its intention not to renew the Policy or to condition its renewal upon reduction of Limits or elimination coverage.
16. **CHANGES IN POLICY CONDITIONS**. None of the provisions, conditions and terms of this policy shall be waived or altered except by endorsement signed or initialed by an authorized official of the Company and in accordance with the provisions of section 50 of the Insurance as amended.
17. **RECEIPT OF PAYMENT CLAUSE**. Except only in those specific cases where corresponding rules, which are new or may hereafter be in force provide for the payment of the stipulated premium in periodic installments as fixed percentage, it is hereby agreed, declared and warranted that this Policy shall be deemed effective, valid and binding upon the Company only when the premium therefore has actually been paid in full and duly acknowledged in a receipt signed by an authorized officer or agent of the Company.
18. **TERMINATION CLAUSE**. This Contract shall terminate only in the event of accidental death as provided herein or upon expiry. In any policy year, the aggregate benefits payable under this 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).

    In any policy year, the aggregate benefits payable under the Disablement/Disability Benefits of this contract in respect of one or more accident/s resulting in loss/es within 180 days from the date of accident/s shall not exceed the principal sum (i.e. For subsequent accident resulting in any loss, which would make the aggregate benefits exceed the principal sum, the amount/s payable under the Disablement/Disability shall be the principal sum less the amount/s paid for 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.

    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. Any partial benefit already paid for any loss/es shall 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.
19. **CANCELLATION**. This policy shall not be cancelled by or on behalf of the Company except in accordance with the pursuant to the provision of section 64 and 65 of the Insurance Code of 1978. In the event of such cancellation of the Company shall refund the paid premiums less the earned portion thereof to 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 assured.

1 month	20% of the Annual Rate
2 months	30% of the Annual Rate
3 months	40% of the Annual Rate
4 months	50% of the Annual Rate
5 months	60% of the Annual Rate
6 months	70% of the Annual Rate
7 months	75% of the Annual Rate
8 months	80% of the Annual Rate
9 months	85% of the Annual Rate
10months	90% of the Annual Rate
11months	95% of the Annual Rate

CIVIL CODE 1250 WAIVER CLAUSE

It is hereby declared and agreed that the provision of the Civil Code 1250 of the Philippines (Republic Act No. 368) 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 provision of this Policy.

THE TABLE OF BENEFITS

ONLY IN FORCE IF THE AMOUNTS OF COMPENSATION ARE SHOWN IN THE SCHEDULE

ITEM	THE COMPENSATION	
1.	**LOSS OF LIFE**	**The Principal Sum**
2.	**PERMANENT DISABLEMENT resulting in**	
	Loss of Both hands, or all fingers and both thumbs	100%
	Loss of Both feet	100%
	Loss of Sight of both eyes	100%
	Loss of Arm at or above elbow	65%
	Loss of Arm between elbow and wrist	50%
	Loss of One hand	50%
	Loss of Four fingers and thumb of one hand	50%
	Loss of Four fingers	35%
	Loss of Index fingers	10%
	Loss of Middle finger	6%
	Loss of Ring finger	5%
	Loss of Little finger	4%
	Loss of Thumb	15%
	Loss of Leg at or above the knee	60%
	Loss of Leg below the knee	50%
	Loss of Foot	50%
	Loss of Toes of one Foot	15%
	Loss of Big toe	5%
	Loss of Any other than big toe, each	1%
	Loss of Sight of one eye	50%
	Loss of Hearing of Both ears	60%
	Loss of Hearing of One ear	30%
	Total Paralysis	100%

3.	**TEMPORARY TOTAL DISABLEMENT**	**PAYS up to the limit you select per week**
4.	**TEMPORARY PARTIAL DISABLEMENT**	
5.	**MEDICAL EXPENSES** in respect to all medical, surgical and hospital expenses necessarily incurred.	**PAYS up to the limit you select per accident**
6.	**HOSPITALIZATION CASH** in respect of the period when the insured is hospitalized	**PAYS up to the unit you select per accident, for a maximum of 30 days.**

"Medical Expense Benefit" shall be defined as when by reason of injury, the Policyholder shall require treatment by a legally qualified physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse, the Company will pay the actual expense incurred within one hundred eighty (180) days from the date of accident for such treatment, hospital charges and nurse's fees, but not to exceed the maximum amount payable stated in the Schedule as a result of any one accident.

"Permanent Total Disablement" shall be defined as when as the result of injury and commencing within 180 days of the date of accident the Policyholder is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit and beyond reasonable hope of improvement.

"Temporary Total Disablement" shall be defined as disablement, which entirely prevents the Insured from attending to any occupation or profession.

"Temporary Partial Disablement" shall be defined as disablement, which prevents the Insured from attending to a substantial part of any occupation or profession.

"Hospitalization Cash" In the event that during the period of Insurance the Principal Insured sustains bodily injury and shall be necessarily confined as an in-patient in a hospital on the recommendation of a registered medical practitioner other than himself, the company will pay the insured a hospitalization cash benefit as stated in the policy schedule from the first day of hospitalization.

FORTUNE GENERAL INSURANCE CORPORATION

4F Citystate Centre, 709 Shaw Blvd., Pasig City
Tel. No.: 706-3959 Fax Nos.: 706-3984; 706-3986

With **BRANCHES** at:

Alabang, Angeles, Bacolod, Baguio, Batangas, Cabanatuan, Cagayan de Oro, Caloocan, Cebu, Dagupan, Davao, Gen. Santos, Iloilo, Legaspi, Los Baños, Lucena, Makati, Palawan, Pampanga, San Pablo, Santiago, Tarlac, Zamboanga

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