

"THIRD PARTY ONLY POLICY"

WHEREAS the insured by a proposal and declaration dated as stated in the schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid the premium as consideration for such insurance in respect of accident loss or damage occurring during the period of insurance.

Now This Policy Witnesses:

That subject to the terms exceptions and conditions contained herein or endorsed or otherwise expressed hereon.

SECTION II - LIABILITY TO THIRD PARTIES

1. Subject to the Limits of Liability the Company will indemnify the insured in the event of accident caused by or arising out of the use of the Motor Car against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of:
 - a) death of or bodily injury to any person except where such death or injury arises out of and in the course of the employment of such person by the insured and excluding liability to any person being a member of the insured's household who is a passenger in the Motor Car unless such person is being carried by reason of or in pursuance of a contract of employment.
 - b) Damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or any member of the Insured's household.
2. The Company will pay all costs and expenses incurred with its written consent.
3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of this Section provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.
4. The Company may at its own option
 - (a) Arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section and
 - (b) Undertake the defense of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Legislation specified in the Schedule.

BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any endorsement hereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all person indemnified and such indemnity shall apply in priority to the Insured.

GENERAL EXCEPTIONS

The Company shall not be liable under this Policy in respect of

- (1) Any accident loss damage and/or liability caused sustained or incurred outside the Geographical Area.
- (2) Any claim arising out of any contractual liability or agreement which is not within the confines of this policy.
- (3) Any accident loss damage and/or liability caused sustained or incurred whilst the motor vehicle is:
 - (a) being used otherwise than in accordance with the limitations as to Use or
 - (b) being driven by any person other than a Driver

The Company shall not be liable except under Section II - I (a) of this Policy in respect of any accident loss damage and/or liability directly or indirectly proximately or remotely occasioned by or 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 before or after declaration of war) civil war strike riot civil commotion mutiny rebellion revolution insurrection military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accident loss or damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

CONDITIONS

This Policy and the Schedule shall be read together 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 the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim, every letter, claim, written summons and/or process shall be forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Policy and co-operate with the Company in securing the conviction of the offender.
2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

3. At any time after the happening of any events giving rise to a claim or series of claims under sub-section 1 (b) of Section II of this Policy the Company may pay to the Insured the full amount of the Company's liability under that sub-section and relinquish the conduct of any defense settlement of proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defense settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any Claimant or other person after the Company shall have relinquish such conduct.
4. The Company may at its own option reinstate or replace the Motor Car or any part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and shall in no case exceed the Insured's estimate of the value of the Motor Car (including accessories thereon) as specified in the Schedule or the value of the Motor Car (including accessories thereon) at the time of the loss or damage whichever is the less.
5. The Insured shall in respect of any Motor Car described in the Schedule hereto take all reasonable steps to safeguard it from loss or damage and to maintain it in a condition which is both efficient and safe for use on a road and for the purpose described in the Policy and schedule and the Company shall have at all times free and full access to examine such Motor Car or any part thereof or any driver or employee of the Insured. In the event of an accident or breakdown such Motor car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the motor car be driven before the necessary repairs are effected any extension of the damage or further accident arising shall be entirely at the Insured's own risk.
6. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the then current period of Insurance) the Insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force.
7. If at the time any claim arises on this Policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expense. Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under provision (a) of Section II - 3 of this Policy.
8. If any difference arises as to the amount to be paid under this policy (Liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.
9. The use observance and fulfillment of the terms conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

LIMITS OF LIABILITY

- Injury and/or Death to Third Party: **UNLIMITED**
- Damage to Third Party Property Limit: **₱1,000,000.00**
- Policy Excess: **₱10,000.00**