

Car Insurance

Terms and Conditions



BDO Insure

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BDO Insure is a registered trademark of BDO Insurance Brokers, Inc., an insurance broker licensed and supervised by the Insurance Commission of the Philippines.

Insurance provided by:



INSURING GROWTH

Car Insurance

Yearly Renewable Term Insurance Policy

INCLUSIVE OF THE FOLLOWING COVERAGES

- 1) Acts of God
- 2) Riot, Strike and Civil Commotion
- 3) Political Violence
- 4) Auto Personal Accident Cover with Medical Reimbursement
- 5) PGAI Auto Insurance Program (AIP) (Refer to attachment)
 - a) For private cars that are comprehensively insured (PC,AUV,SUV)
 - b) Light trucks are not covered under AIP

ACCESSORY LIMIT

- 1) Standard Accessory/ies are automatically covered whether declared or not. This will cover built-in accessories provided in the model of the vehicle upon release from the dealer as provided in the delivery receipts.
- 2) Sum Insured of all brand new cars shall be based on the dealer's selling price and will include built-in accessories only.
- 3) Automatic coverage for non-built in accessories (limit of php 25,000.00 per insured vehicle for private cars only, anything in excess is not covered, subject to additional premium.
- 4) The amount compensable shall be subject to the actual cost at the time of loss.

DEDUCTIBLES

Private Car (Sedan, AUV, SUV, Pick-up, and Van)	-0.5% of sum insured, minimum of Php 2,000 each and every loss
Commercial Vehicle (CV) Light	-1% of sum insured, minimum of Php 3,000 each and every loss
Aluminum Bodies	-1% of sum insured, minimum of Php 5,000 each and every loss

WARRANTIES AND CLAUSES AT THE TIME OF ISSUE

- A. WAIVER OF DEPRECIATION:** For vehicles up to five (5) years old
No depreciation shall apply in the event for the cost of brand new / replacement part(s) to replace the damaged part(s) of the insured vehicle
- B. LOCKED-IN VALUE ENDORSEMENT:** Twelve (12) months
If the vehicle is declared total loss, the amount of settlement shall be the value stated in the policy less deductible
- C. MORTGAGEE CLAUSE**
Loss or damage, if any, is payable to BDO Unibank, Inc., as its interest may appear, subject to the terms & conditions, clauses & warranties of this policy. It is expressly understood & agreed that this policy or any renewal thereof shall not be cancelled without prior written notification to and conformity by BDO Unibank, Inc.
- D. ACCESSORIES CLAUSE**
IT IS HEREBY DECLARED AND AGREED that the company will not be liable for any claim under this policy in respect of loss and damage to accessories of the vehicle/s such as air-conditioning units, radios (other than the standard factory equipment) and any other non-factory fitted accessories unless such accessories are specifically declared to the company and noted in the policy with individual sums insured applicable to each item.

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E. AIRBAG CLAUSE

The Company will pay and/or replace the airbags including the cost of re-installation following its deployment or discharge consequent upon a sudden and accidental impact to the insured 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 airbags nor for the cost of its re-installation as a result of the following:

- a) Faulty (I) design, (II) manufacture, or (III) installation regardless of whether the scheduled vehicle is damaged at the same time;
- b) Discharge or deployment of airbags while the scheduled vehicle is undergoing repairs.

F. AUTO PERSONAL ACCIDENT ENDORSEMENT W/ MEDICAL REIMBURSEMENT

In consideration of the payment of an additional premium, It is hereby understood and agreed that the company undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the unnamed authorized driver / passengers as stipulated in the Policy Schedule.

In the motor vehicle herein insured while driving, mounting into, dismounting from or travelling in the motor vehicle, and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequently upon such injury) shall within three calendar months of the occurrence of such injury result in:

SCALE OF COMPENSATION	
Death	PHP 75,000.00/person
Total and irrecoverable loss of all sight in both eyes	PHP 75,000.00/person
Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total irrecoverable loss of all sight in one eye	PHP 75,000.00/person
Total loss by physical severance at or above the wrist or ankle of both hands or feet or of one hand together with one foot	PHP 75,000.00/person
Total irrecoverable loss of all sight in one eye	PHP 37,500.00/person
Total loss by physical severance at or above the wrist or ankle at one hand or one foot	PHP 37,500.00/person
Medical expenses payment	10% of Death Benefit

Provided always that:

- a) Compensation shall be payable under one only of items (1) to (7) above in respect of any such driver arising out of any one occurrence and the total liability of the company shall not in that aggregate exceed the sum of PHP 75,000.00 during any one period of insurance.
- b) No compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury suicide (whether felonious or not) or attempted suicide physical defect or infirmity or (2) an accident happening whilst such driver is under the influence of intoxicating liquor or drugs.
- c) Such compensation shall be payable only with the approval of the insured and directly to the injured driver or his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person.

Subject otherwise to the terms and conditions of the policy.

G. DRUNKEN DRIVER CLAUSE

It is hereby understood and agreed that the company shall not indemnify the Insured in respect of claim/s arising from accidents while the driver of the insured vehicle is under the influence of

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intoxicated liquor, drugs, chemical and the like. This exclusion will not apply to damages or injuries sustained by third parties resulting from the accident.

H. ELECTRONIC DATA RECOGNITION

This Policy does not cover in respect of any loss or destruction to property, loss or expense resulting or arising from such damage.

The policy also does not cover other consequential loss sustained by the Insured directly or indirectly caused by or contributed to or arising from the failure or inability at any time of any computer, electronic equipment, data processing equipment or media, microchip, embedded chip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, to:

- 1) Recognize correctly or treat any date as its true calendar date and/or
- 2) Capture, save, retain, process, manipulate or interpret correctly any data information command or instruction as a result of
 - a) Its failing to treat any calendar date as its true date or
 - b) The operation of any programmed command which by reason of a failure or inability to treat any date as its true calendar date causes the loss of data or inability to capture, save, retain or process correctly such data at anytime.

I. EXCLUSION IN TOWING SERVICES

The Roadside Assistance Program will not be liable to provide any assistance that arises directly or indirectly from:

- 1) Fraudulent acts by any member or any other person seeking services under the program.
- 2) Consequential loss of any kind.
- 3) Extraordinary phenomena such as floods, earthquake, volcanic eruption, unusual cyclone storms, falling of astral bodies, meteorites, unless the extraordinary phenomena subsides the roads become passable, service may be rendered as long as it will not cause damage to the tow truck and or endanger the lives of its service crew.
- 4) Terrorism, mutinies and riots.
- 5) Actions by the armed forces or security forces or other organizations.
- 6) Nuclear Radio Activity.
- 7) The participation of the member in: competition sports wagers or challenges competition, rallies or contest criminal conduct.
- 8) The participation of the member in risk activities such as motor sports.
- 9) The deliberate act of the member.
- 10) Illnesses or pathological states produced by voluntary consumption of alcohol, drugs, toxic substances, narcotics or medicines acquired without legal prescription.
- 11) Suicide or attempted suicide, mental illness, pregnancy, abortion or childbirth, preventive medical check-ups, thermal treatments, aesthetics surgery, acquired immune deficiency syndrome (AIDS) and trips whose objective is receiving medical treatment or surgery.
- 12) Labor related accidents or illness suffered during the professional activity qualifies as risk activity.
- 13) The Roadside Assistance Program will not be liable to provide any assistance in case the driver of the vehicle:
 - a) Is under the influence of drugs, toxic or narcotic substances or his/her blood alcohol level exceeds that permitted by the law.
 - b) Is not in possession of a valid and subsisting driver's license corresponding to the class of vehicle being driven.
- 14) The Roadside Assistance Program will not be liable for the cost of any repairs to the vehicle.

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J. IMPORTED CAR SPARE PARTS ENDORSEMENT

It is hereby declared and agreed that the condition 6 under Section III - loss or damage of this policy is deemed deleted and replaced by the following:

In the event of loss or damage to the scheduled vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from stock held in the Philippines, or in the event of the company exercising the option to pay in cash the amount of loss or damage, the liability of the company in respect of any such part shall be limited to:

- 1) The price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Philippines;
- 2) Freight expenses and all other expenses for the importation of such spare parts shall be the responsibility and for the account of the assured. It is further declared and agreed that the company is not liable for the delay of repair due to non-availability of necessary spare parts.

Except as varied by this endorsement, all other terms and conditions remain unaltered.

K. PAIR AND SET ENDORSEMENT

It is understood and agreed that in the event of loss or damage to any accessory or accessories, spare part or spare parts forming part of a pair or set, the measure of loss or damage to such accessory or spare part 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.

Except as herein stated, all other terms and conditions remain unaltered.

L. STRIKE, RIOT, AND CIVIL COMMOTION

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:

- 1) 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)
- 2) The action of any constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance
- 3) The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lockout; and
- 4) The action of any lawful constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

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:

- 1) War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war
- 2) Mutiny, civil commotion assuming the proportion of or amounting to a popular uprising, insurrection, rebellion, revolution, military or usurped power; and
- 3) Acts of persons operating on behalf of or in connection with any political organization, martial law or stage of siege or any events, which determine the proclamation of martial law or state of siege.
- 4) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For this purpose, an act of terrorism shall mean 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), 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.

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This 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.

M. SUBJECT TO ACTS OF GOD

In consideration of the payment of an additional premium, It is hereby understood and agreed that the word "flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature" in the general exceptions of this policy are deemed deleted.

N. ASBESTOS EXCLUSION

This contract excluded all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- 1) Asbestos
- 2) 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.

O. POLITICAL VIOLENCE CLAUSE

Covers material damage including:

- 1) Third party liability (bodily injury / property damage): combined limit PHP 100,000.00
- 2) Auto personal accident cover: PHP 75,000.00 per person

INSURING CLAUSE:

The Company agrees, notwithstanding what is stated in the printed conditions of the Policy to the contrary, that this Clause will indemnify the Insured for its ascertained Net Loss for any one Occurrence up to but not exceeding the Policy Limit against physical loss or physical damage to the insured vehicle which belongs to the Insured or for which the Insured is legally responsible, directly caused by one or more of the following perils occurring during the Policy Period:

1. Act of Terrorism;
2. Sabotage;
3. Insurrection, Revolution or Rebellion;
4. Mutiny and/or Coup d'Etat;
5. War and/or Civil War
6. Counter-Insurgency (provided there is no prior physical loss or physical damage to the insured vehicle directly caused by Perils 1-5)

Further, this Clause shall cover the physical loss or physical damage to the Insured Vehicle which belongs to the Insured or for which the insured is legally responsible, directly caused by the actions of the government of a state (or its Military Authority) where the Insured Vehicle is located, in suppressing, controlling or minimizing the consequences of an act or series of Acts of Terrorism (Peril 1) and/or Sabotage (Peril 2), as insured by this Clause. The Company will only provide this cover if such damage is directly caused by the actions of the government of a state (or its Military Authority) where the Insured Vehicle is located and such damage takes place during the occurrence of an Act or Series of Acts of Terrorism and/or Sabotage.

If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Clause shall be in excess of any recovery due from such plan or scheme.

EXTENSIONS:

- 1) Sub-limit of PHP 100,000.00 per person in respect of Terrorism Third Party Liability not to exceed the policy aggregate limit stated.
- 2) Sub-limit of PHP 75,000.00 per person in respect of Auto Personal Accident not to exceed the policy aggregate limit stated.

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DEFINITIONS:

- 1) 'ACT OF TERRORISM' shall mean an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.
- 2) 'SABOTAGE' shall mean willful physical damage or destruction perpetrated for political reasons by known or unknown person(s).
- 3) 'INSURRECTION, REVOLUTION, and REBELLION' mean a deliberate, organized and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.
- 4) 'MUTINY' shall mean a willful resistance by members of legally armed or peace-keeping forces to a superior officer.
- 5) 'COUP D'ETAT' shall mean the sudden, violent and illegal overthrow of a sovereign government or any attempt at such overthrow.
- 6) 'WAR' shall mean a contest by force between two or more sovereign nations, carried on for any purpose, armed conflict of sovereign powers and/or declared or undeclared and open hostilities between sovereign nations.
- 7) 'CIVIL WAR' shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.
- 8) 'COUNTER-INSURGENCY' shall mean any action by a Military Authority (whether or not the action(s) has the full consent of the government of the country where the loss occurs) taken against the activities of any guerrillas, revolutionaries or person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committing acts of force or violence, committed for political, religious or ideological purposes including the intention to influence any government.
- 9) 'VEHICLE' means a vehicle fit for operations with a valid license, and registered in the Philippines under a comprehensive Insurance policy issued by the company.
- 10) 'MILITARY AUTHORITY' shall mean a military or security authority operating on behalf of a state recognized by the United Nations.
- 11) 'NET LOSS' shall, in respect of Insured Vehicle, mean the reasonable cost of repairing, replacing or reinstating (whichever is the least) to a condition substantially the same as but not better than the condition of the Insured Vehicle immediately prior to the loss subject to the repairing, replacing or reinstating being carried out and subject to the following provisions:
 - a) The repairs, replacement or reinstatement (all hereinafter referred to as "replacement" must be executed with due diligence and dispatch;
 - b) If the Insured Vehicle is not repaired, replaced or reinstated within a reasonable period of time, the Company shall pay the Actual Cash Value;
 - c) All amounts shall be calculated at the date of loss and in no event shall the Company be liable for more than the Policy Limit.

THIS CLAUSE DOES NOT INDEMNIFY AGAINST:

- 1) Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or nuclear contamination may have been caused nor from any loss or damage directly or indirectly caused by or contributed to from any nuclear waste or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2) Loss or damage directly or indirectly caused by seizure, confiscation, nationalisation, requisition, expropriation, detention, legal or illegal occupation of any insured vehicle hereunder, embargo, condemnation, nor loss or damage to the insured vehicle by law, order, decree or regulation of any governing authority, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.

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- 3) Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more of the following: China, France, the Russian Federation, the United Kingdom and the United States of America.
- 4) Delay, loss of market, loss of income, loss of use, denial of access, cancellation of business, depreciation, reduction in functionality, and increased cost of working.
- 5) Consequential loss or damage howsoever arising.
- 6) Third party liability howsoever arising except those arising by seizure or legal or illegal occupation caused directly by an Act of Terrorism.
- 7) Loss or damage directly or indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants or contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant of toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
- 8) Loss or damage directly or indirectly caused by chemical or biological release or exposure of any kind, nor any loss or damage directly or indirectly caused by any chemical, biological, bio-chemical or electromagnetic weapon.
- 9) Loss or damage directly or indirectly caused by electronic means including computer hacking or the introduction of any form of computer virus (save where a mobile phone is used as a remote trigger device in order to cause physical loss or physical damage insured hereunder).
- 10) Loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data.
- 11) Loss or damage or increased cost directly or indirectly occasioned by any public or civil authority's enforcement of any ordinance, law, order decree or regulation.
- 12) Loss or damage directly or indirectly caused by cessation, fluctuation, variation in, or insufficiency of, water, gas or electricity supplies and/or telecommunications or any other type of service or utilities.
- 13) Loss or damage or increased cost directly or indirectly the result of threat or hoax.
- 14) Loss or damage directly or indirectly caused by looting, pillaging, mysterious or unexplained disappearance of vehicle insured hereunder or directly or indirectly caused by any person taking part in any such activity.
- 15) Loss or damage directly or indirectly caused by the suspension, lapse or cancellation of any lease, license, contract or order (including non-completion of any order).
- 16) Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others.
- 17) Any loss due to fines or damages for breach of contract or penalties of whatever nature.
- 18) Loss or damage caused by, connected to, relating to or howsoever arising from exposure to or the existence of asbestos or asbestos containing materials or products (including for the avoidance of doubt the cost of removal of asbestos or materials or products containing asbestos).

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- 19) Loss or damage caused by insects or vermin.
- 20) Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.

CONDITIONS APPLICABLE:

- 1) Occurrence
Occurrence shall mean any one loss and/or series of losses arising out of and directly occasioned by one act or series of acts for the same purpose or cause. The duration and extent of any one occurrence shall be limited to all losses sustained by the Insured in respect of vehicle insured herein during any period of 72 consecutive hours arising out of the same purpose or cause. However, no such period of 72 consecutive hours may extend beyond the expiration of this Policy unless the Insured vehicle shall first sustain direct physical damage prior to expiration and within said period of 72 consecutive hours nor shall any period of 72 consecutive hours commence prior to the attachment of this Policy.
- 2) Proof of Loss
The Insured shall render a signed and sworn proof of loss within 30 days after the occurrence of such loss (unless such period shall be extended with the written agreement of the Company) stating the time, place and cause of loss, the interest of the Insured and all others in the vehicle insured, the Declared Value and the amount of loss or damage thereto. If the Company has not received such proof of loss within 6 months after the occurrence of the covered peril, it shall be discharged from all liability in relation to such loss.
- 3) False and Fraudulent Claims
If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
- 4) Misrepresentation
If the Insured has concealed or misrepresented any material fact or circumstance relating to this Insurance, this Insurance shall become void. If the Insured is unsure what constitutes material fact(s) or circumstance(s), they should consult their broker or agent.
- 5) Notification of Loss or Damage
It is a condition precedent to Underwriters' liability that in the event of loss or damage or circumstances arising that may give rise to a claim under this insurance notice is to be given to Underwriters as soon as reasonably possible but no later than 15 days after the occurrence of said loss or damage.

NOTHING HEREIN CONTAINED SHALL be held to vary, alter, waive or change any of the terms, limits or conditions of this Policy except as herein provided.

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