MAA GENERAL ASSURANCE PHILS., INC.

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UNNAMED DRIVER/PASSENGER PERSONAL ACCIDENT ENDORSEMENT (Forming part of the Motor Car Policy to which this is attached)

Notwithstanding what is stated in the printed conditions of the policy. IT IS HEREBY DECLARED AND AGREED THAT, in consideration of the payment of an additional premium, this policy covers accidents resulting in loss life, disablement or medical expenses sustained while the insured is riding in, boarding in or alighting out of the covered vehicle either as passenger or driver.

BENEFIT PER SEAT: As per Policy Schedule AUTHORIZED SEATING CAPACITY: As per the policy Schedule

TOTAL AMOUNT OF INSURANCE: As per the Policy Schedule

DEFINITIONS

COVERED VEHICLE shall mean the motor vehicle described in the policy.

PASSENGER shall mean any person using the vehicle as actual occupant of any of the Covered Vehicle's seats.

DRIVER shall mean any person who is duly licensed to operate the covered vehicle, and one is actually driving and is authorized to drive by the owner of the covered vehicle at the time of the accident

INSURED wherever used in this policy shall mean each passenger or driver of the covered vehicle at the time of the accident. NOW THIS POLICY WITNESSETH that if the subject(s) of insurance shall sustain accidental bodily injury while riding in, boarding in or alighting out of the covered vehicle which injury shall solely and independently of any other cause result in his death or disablement as hereinafter defined or necessitate medical surgical treatment as hereinafter defined, the Company will subject to the terms provisos and conditions of and endorsed on this Policy (which terms provisos and conditions shall so far as the nature of them respectively will permit be deemed conditions precedent to the right to recover under this policy), pay to the registered owner of the covered vehicle, the sum or sums of money specified in the Table of Benefits.

TABLE OF BENEFITS – 1

ACCIDENTAL BODILY INJURY sustained while the subject(s) of insurance is riding in, boarding in or alighting out of the covered vehicle either as a passenger or driver which injury shall solely and independently of any other cause result in:

TABLE OF BENEFITS - 1

.....P As per the Policy Schedule)

PERCENTAGE OF THE SUM SPECIFIED IN BENEFITS B OF THE TABLE OF BENEFITS I

100 %

DESCRIPTION OF PERMANENT DISABLEMENT

one ear

Burial Benefit

Lace of these limbs	100 %
Loss of two limbs	100 %
Loss of both hands, or all fingers and both thumbs	100 %
Loss of both feet	100 %
Total loss of sight of both eyes	100 %
Injuries resulting in being permanently bedridden	100 %
Any other injury causing permanent total disablement	70 %
Loss of arm at or above elbow	50%
Loss of arm between elbow and wrist	42 ½ %
Loss of hand	42 ½ %
Loss of four fingers and thumb of one hand	
Loss of four fingers	35%
Loss of thumb	15%
Loss index finger	10%
Loss of middle finger	6%
Loss of ring finger	5%
Loss of little finger	4%
Loss of metacarpals – first second (additional)	3%
Third , fourth, or fifth (additional)	2%
Loss of leg at or above knee	60%
	40%
Loss of leg between knee and ankle joint	40%
Loss of foot at ankle joint	15%
Loss of toes – all of one foot	5%
Loss of Big Toe	1%
Loss of any toe other than Big Toe, each	30%
Loss of sight of one eye	50%
Loss of hearing – both ears	7%
one car	, ,0

Total Permanent loss of the use of a member shall be treated as loss of such member.

The loss of the first joint or any finger or of any toe shall be considered as equal to the loss of one-half of the thumb or finger or toe and the benefit shall be one-half of the benefit above specified for the loss of the thumb or finger or toe.

The loss of more than one phalange of the thumb or any finger or of any toe shall be treated as loss of the entire thumb or finger or toe. Where, however, there is loss of two or more parts of the hand, the percentage payable shall not be more than the loss of the whole hand. Where the injury is not specified the Company will adopt a percentage of disablement which is not inconsistent with the provisions of this Table.

The aggregate of all percentage payable to each passenger/driver in respect of any one accident shall not exceed 100% of the benefit per occupant.

SUPPLEMENTARY CONDITIONS

- This policy shall not extend to cover;
 - a. Disablement or medical surgical treatment occasioned by or happening through;
 - (i) Violence occurring in any Assembly or Demonstration, Riots, Strikes, Military or Popular Uprising.
 - (ii) Suicide or attempted Suicide (sane or insane), Hernia, Alcoholism, Venereal disease, Insanity or Acquired Immune Deficiency Syndrome (AIDS).
 - (iii) Any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war.
 - b. Death disablement or medical surgical treatment caused by murder or provoked assault.
 - c. Death disablement or medical surgical treatment occurring while the covered vehicle is being carried on another conveyance such as, but not limited to flat beds, ferries, hovercraft or when the covered vehicle is not running on its own power or when being drawn or towed by truck or any other vehicle.
 - d. Death disablement or medical surgical treatment occurring while the covered vehicle is engaged in purely sports activity or racing of all kinds
 - e. Death disablement or medical surgical treatment occasioned by or happening through pregnancy or childbirth with respect to women driver/passengers of the covered vehicle.
 - f. Death disablement or medical surgical treatment consequent upon the use of the covered vehicle in performing or attempting the performance of an unlawful act.
- 2. This insurance being affected on an unnamed driver/passenger seats basis, any passenger or driver riding in, boarding in or alighting out of the covered vehicle is automatically covered regardless of sex or age.
- 3. The benefits under this policy are payable in addition to whatever other benefits the deceased or injured driver/passenger maybe entitled to, such as those from Compulsory Third Party Liability, Social Security System, Medicare or Workmen's Compensation.
- 4. The amount of any loss for which the Company may be liable under thus policy, shall be paid within thirty (30) days after proof of loss is received by the company and ascertainment of the loss is made either by agreement between the insured and 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 shall be paid within ninety (90) days after such receipt. Failure to pay the loss 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 twice the ceiling prescribed by the Monetary Board, unless such failure to pay is based on the ground that the claim is fraudulent or is not compensable.
- 5. If the time of accident, the number of passenger exceeds the maximum seating capacity of the covered vehicle for which the premium has been paid, the Company shall be liable as respect each other passenger for a greater proportion of the indemnity otherwise payable than the seating capacity for which the premium bears to the actual number of passengers.
- 6. Payment of benefits under this policy shall be made to the registered owner of the covered vehicle as designated in the policy, for distribution to the driver/passenger(s) whose injury is the basis of claim, or to the heirs of the driver/passenger(s) in case of death or incapacity. Payment to the full satisfaction of the registered owner of the covered vehicle herein of the entire benefits recoverable under this policy shall fully discharge the Company of its liability under this policy.
- 7. Written notice of claim must be given to the Company within thirty (30) days after the occurrence of any loss covered by the policy. 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 reasonably possible to give such notice within the said limit, and that notice was given as soon as reasonably possible. In the event of accidental death immediate notice thereof must be given to the Company.
- 8. Notice of loss given by or in behalf of the insured to the Company or to any authorized representative of the Company with particulars sufficient to identify the insured, shall be deemed to be notice to the Company.
- 9. The Company, upon receipt of the notice of loss, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within fifteen (15) days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submission, within the time fixed in the policy for filing proofs of loss written proof covering the occurrence, character and extent of the loss for which claim is made.
- 10. Complete claim forms and written proof of lost must be furnished to the home Office of the company within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not possible to give proof within such time.
- 11. All certificates, information and evidence required by the company shall be furnished at the expenses of the insured or his legal representatives and shall be in such form and of such nature as the company may prescribe. The company shall have the right and opportunity to examine the insured when and as often as it may reasonably require during the pendency of claim hereunder, and to make an autopsy in case of death of the insured where it is forbidden by law.
- 12. Benefits payable under this policy other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of loss acceptance to the company.
- 13. The registered owner of the covered vehicle shall give immediate notice in writing to the company of any change in his address, ownership or use of the covered vehicle.
- 14. The Company shall not be bound to accept and shall not be affected by any notice of any trust, charge, lien assignment, or other dealing with this policy unless and until consent thereto is formally endorsed hereon by the authorized representative of the Company, and the original or duplicate copy of the deed of assignment id filed at the branch office or the Home Office of the Company.
- 15. The registered owner of the covered vehicle shall be entitled to renew this policy upon payment of the premium due on the date of renewal, unless the Company at least Forty-five (45) days in advance of the end of the policy period mails or delivers to the registered owner at the address shown in the policy notice of its intention not to renew the policy or condition its renewal upon reduction of limits or elimination of coverages.
- 16. If a claim be made and rejected and an action or suit be not commenced either with the insurance Commission or any court of competent jurisdiction one (1) year after such rejection or in case of an arbitration taking place as provided herein one (1) year after arbitrators or umpire shall have made their award, then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.
- 17. It is hereby further understood and agreed that in the event of a claim, the insured, who is covered by two or more policies with the Company shall not recover, nor the Company make payment, for more than what would have been recoverable if all the benefits in the different policies had been covered under one policy.