

The ALLIEDBANKERS INSURANCE CORPORATION (hereinafter called "the Company") agrees with the Insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of the policy.

INSURING AGREEMENTS

I. Coverage A - Bodily Injury Liability

To indemnify the Insured for all sums which the Insured shall become legally obligated to pay as damages for bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person caused by accident and arising out of the hazards hereinafter defined as are indicated by specific premium charge in the Declarations.

Coverage B - Property Damage Liability

To indemnify the Insured for all sums which the Insured shall become legally obligated to pay as damages for injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the hazards hereinafter defined as are indicated by specific premium charge in the declarations.

II. Defense, Settlement, Supplementary Payments

As respects the Insurance afforded by the other terms of this policy the Company shall:

- (a) defend any civil suit against the Insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premium on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy; all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Insured, all costs taxed against the Insured in any such suit and all interest accruing after entry of judgment until the Company has paid, tendered or deposited in court part of such judgment as does not exceed the limit of Company's liability thereon;
- (d) pay expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident; and
- (e) reimburse the Insured for all reasonable expenses, incurred at the Company's request.

III. Definition of Insured

The unqualified word 'Insured' includes the named Insured and also includes any partner, executive officer, director or stockholder thereof while acting within the scope of his duties as such.

IV. Automatic Insurance for Additional Premises Operations and Elevators

Such insurance as is afforded under Division 1 of the Definition of Hazards applies also to additional or changed operations at the premises and to other premises and property of which the named Insured acquires ownership or control and to property rented to or located for use by others away from the premises, and such insurance as is or can be afforded under Division 2 applies to elevators newly installed at the premises and to elevators at such other premises, provided:

- (a) the named Insured notifies the Company within fifteen (15) days after the commencement of each such additional hazard to which he wishes the Insurance to apply;
- (b) this paragraph does not apply to any loss against which the name Insured has other valid and collectible insurance; and
- (c) if no limits of liability are stated in the declarations for Division 2 of the Definition of Hazards, the limits of liability applicable to the premises shall apply to elevators thereon.

V. Policy Period, Territory

This policy applies only to accidents which occur during the policy period within the territory mentioned in the Declarations.

DEFINITION OF HAZARDS

1. Premises - Operations. The ownership, maintenance or use, for the purposes stated in the Declarations, of the premises and all operations which are necessary or incidental thereto and, when described as such in the Declarations, new construction or demolition operations changing the size of or moving buildings or other structures by the Insured.
2. Elevators. The ownership, maintenance or use, for the purpose stated in the declarations, of any elevator therein.
3. Independent Contractors. Operations performed for the Insured by independent contractors, and omissions or supervisory acts of the Insured in connection therewith, other than maintenance, repairs, alterations at the premises.
4. Products
 - (a) The handling or use of or the existence of any conditions in goods or products manufactured, sold, handled or distributed by the named Insured, other than equipment rented to or located for use of others but not sold, if the accident occurs after the Insured has relinquish possession thereof, and away from the premises: and
 - (b) Operations contemplated under Divisions 1 and 2 of the Definition of Hazards other than (i) pick-up and delivery, or, (ii) the existence of tools, uninstalled equipment and abandoned or unused materials, if the accident occurs after such operations have been completed or abandoned at the place of occurrence thereof and away from the premises, provided, operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to a service or maintenance agreement.
5. Contractual. The express undertakings of the named Insured contained in endorsement forming a part of the policy.

EXCLUSIONS

This policy does not apply:

- (a) Under Divisions 1, 2 and 3 of the Definition of Hazards, to liability assumed by the Insured under any contract or agreement or under Division 4, to liability of others assumed by the Insured under any contract of agreement;
- (b) Under Division 1 of the Definition of Hazards.
 - (1) to elevators at buildings owned, rented or controlled entirely by the Insured, and elevators operated, maintained or controlled by the Insured at premises owned, leased or controlled in part by the Insured;
 - (2) to the ownership, maintenance or use, including loading or unloading, of (i) aircraft by or in the interest of the Insured, or (ii) while away from the premises as defined herein, watercraft, power driven or animal drawn vehicles, dogs owned by the Insured, draft or saddle animals, including vehicles attached thereto: vehicles from which merchandise is sold; and any other vehicles while rented to another, unless such hazards are described in the declarations or an endorsement forming a part hereof;
 - (3) to hazards which are or can be insured under Division 4 of the Definition of Hazards; and
 - (4) to the ownership or maintenance of property away from the premises and property rented to or located for use by others or to operations in connections therewith, unless such hazards are described in the declarations or an endorsement forming a part thereof;
- (c) Under Coverage A, to bodily injury to or sickness, disease or death of any employee of the Insured while engaged in the employment of the Insured, or to any obligation for which the Insured or any Company as his Insurer may be held liable under any workmen's compensation law;
- (d) Under coverage B, to injury to or destruction of
 - (1) property owned, occupied or used by or rented to the Insured, or

- (2) except with respect to liability assumed under sidetrack agreements and the use of elevators covered by this policy, property in the care, custody or control of the Insured, or
 - (3) with respect to Division 4 of the Definition of Hazards, any goods or products manufactured, sold, handled or distributed or premises alienated by the named Insured, or work completed by or for the named Insured, out of which the accident arises.
- (e) *Under Coverage B, with respect to Division 1 of the Definition of Hazards, to
- (1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigerating or air-conditioning systems, elevator tanks or cylinders, standpipes for the hose, or industrial or domestic appliances, or any substance from automatic sprinkler systems,
 - (2) the collapse or fall of tanks or the component parts or supports thereof which form a part of automatic sprinkler systems, or
 - (3) rain or snow admitted directly to the building interior through defective roofs, leaders or spouting, or open or defective doors, windows, skylights, transoms or ventilators.

In so far as any of these occur on or from premises owned or rented by the named Insured and injure or destroy buildings or contents thereof.

*This exclusion does not apply to any premises described in the declarations of this policy as "apartment-one apartment", "dwellings-two family", "farms" or "private residences".

CONDITIONS

A. Premium

The premium bases and rates for the hazards described in the Declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the Company.

Such premiums as may be stated in the Declarations for Division 2 and 4 of the Definition of Hazards and for such classifications in Division 1 for which the premium basis is stated as "receipts", "admissions" or "units" are estimated premiums only. After each anniversary and upon termination of this policy, the earned premium for such insurance as is afforded for these hazards shall be computed in accordance with the Company's rules, rates, rating plans and minimum premiums applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premiums paid for these hazards, the named Insured shall pay the excess to the Company; if less, the Company shall return to the named Insured the unearned portion paid by such Insured.

When used as a premium basis:

- (1) the word "remuneration" means
 - (a) the entire remuneration earned during the policy period by all employees of the named Insured, other than drivers of teams or automobiles and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company, and subject with respect to each executive officer to a maximum and a minimum of P200 and P60 per week, and
 - (b) the remuneration of each proprietor at a fixed amount of P4,000 per annum;
- (2) the word "receipts" means the gross amount of money charged by the named Insured for such operations by the named Insured or by others during the policy period as are rated on a receipts basis, and includes taxes, other than taxes which the named Insured collects as a separate item and remits directly to a governmental division;
- (3) the word "admissions" shall mean the total number of persons admitted during the policy period, whether on paid tickets or otherwise for the purpose of witnessing performances or other events;
- (4) the word "cost" means the total cost of all operations performed for the named Insured during the policy period by independent contractors on each separate project, including materials used or

delivered for use, except maintenance or ordinary alterations and repairs on premises owned or rented by the named Insured;

- (5) the word "sales" means the gross amount of money charged by the named Insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named Insured and such others collect as a separate item and remit directly to a governmental division.

The named Insured shall maintain for each hazard records of the information necessary for premium computation on the basis stated in the Declarations.

B. Inspection and Audit

The Company shall be permitted to inspect the premises, operations and elevators and to examine and audit the Insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium bases or the subject matter of this insurance.

C. Definitions

(a) Premises - Operations. The unqualified word "premises" wherever used in this policy means the premises designated in the Declarations and premises to which this policy may apply by operation of Insuring Agreement IV including buildings and structures thereon and except as respects the ownership, maintenance or use of watercrafts and the loading or unloading thereof, the ways immediately adjoining.

Classifications covering premises include without additional charge, any premises alienated by the named Insured, including elevators located thereon, after the Insured has relinquished possession of such premises, except premises over which the Insured has any right or control or which were constructed by the Insured for sale.

The terms "operations" as respects Divisions 1 and 2 of the Definition of Hazards includes pick-up and delivery installation, servicing, removal or demonstration, and, as respects accidents (except accidents due to misdelivery) which occur after the completion or abandonment of such operations, pick-up or delivery operations or the existence of tools, uninstalled equipment and abandoned or unused materials.

(b) Power Driven Vehicles. The term "Power Driven Vehicle" shall not be deemed to include the following described equipment except while towed by or carried on a power driven vehicle not so described; any crawler type (continuous tread) tractor, ditch or trench digger, power crane or shovel, grader, scraper, roller, well-drilling machinery, asphalt spreader, concrete mixer, mixing and finishing equipment for highway work, other than a concrete mixer of the mix-in-transit type, and, if not subject to motor vehicle registration, any equipment used principally on the premises, farm tractor or trailer.

(c) Elevator. The word "elevator" means elevators, escalators, hoists, and appliances thereof including cars, platforms, shafts, hoistways, runways, power equipment and machinery. The following shall not be deemed to be elevators: elevator shaftways in which there are no elevators: dumbwaiters or special platform lifts as defined in the Company's Elevator Liability Manual; hoists located inside the walls of the building and not operated through hatchways or located outside the walls of the building and (1) manually operated or (2) mechanically operated and not attached to the building walls; hydraulic or mechanical hoists used for raising or lowering automobiles for lubricating or servicing; hod or materials hoists used in alterations, construction or demolition operations; escalators and conveyors used exclusively for freight. The named Insured agrees to maintain in use during the policy period such hoistway door interlocks and car gate or car door locks or interlocks as are described in the Declarations and agrees further to use due care in maintaining the efficiency of such devices during the policy period.

(d) Assault and Battery. Assault and battery shall be deemed an accident unless committed by or at the direction of the Insured.

D. Limits of Liability Coverage A. The limit of bodily injury liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by one person in any one accident; the limit of such liability stated in the Declarations as applicable to "each accident" is, subject to the above provisions respecting each person, the total limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by two or more persons in any one accident.

E. Limits of Liability - Division 4 Definition of Hazards. The limits of bodily injury liability and property damage liability stated in the Declarations as "aggregate products" are respectively the total limits of the Company's liability for all damages arising out of the products hazard. All such damages arising out of the one prepared or acquired lot of goods or products shall be considered as arising out of one accident.

F. Limits of Liability Coverage B. The limit of property damage liability stated in the Declarations As "aggregate operations" is the total limit of the Company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by the ownership, maintenance or use or premises or operations rated upon a remuneration premium basis or by contractor's equipment rated on a receipts premium basis.

The limit of property damage liability stated in the Declarations as "aggregate protective" is the total limit of the Company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof, caused by operations performed for the named Insured by independent contractors or omissions or supervisory acts of the Insured in connection therewith, except maintenance or ordinary alterations and repairs on the premises.

The limit of property damage liability stated in the Declarations as "aggregate contractual" is the total limit of the Company's liability for all damages arising out of injury to or destruction of property, including the loss of use thereof with respect to each contract.

G. Limits of Liability. The inclusion herein of more than one insured shall not operate to increase the limits of the Company's liability.

H. Notice of Accident. When an accident occurs, written notice shall be given by or on behalf of the Insured to the Company or any of its authorized agents as soon as applicable. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

I. Notice of Claim or Suit. If claim or suit is brought against the Insured, the Insured shall Immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

J. Assistance and Cooperation of the Insured. The Insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

K. Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company. Any person or organization or the legal representative thereof who has secured judgment or written

agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

L. Other Insurance. If the Insured has other Insurance against a loss covered by this policy the Company shall not be liable under this policy for a greater proportion of such loss than the applicable limit of liability stated in the Declarations bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

M. Subrogation. In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

N. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy: nor shall the terms of this policy be waived or changed except by endorsement issued to form a part of this policy and signed by an authorized representative of the Company.

O. Assignment. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon: if, however, the named Insured shall die or be adjudged bankrupt or Insolvent within the policy period, this policy, unless cancelled, shall, if written notice be given to the Company within sixty days after the date of such death or adjudication, cover the named Insured's legal representative as the named Insured.

P. Cancellation. 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 the Insured. Likewise, this policy maybe cancelled on the short rate basis set forth in the short rate cancellation table at the request of the assured.

Q. Declarations. By acceptance of this policy the named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

R. Civil Code Waiver. IT IS HEREBY DECLARED AND AGREED that 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, currency at the time of the establishment of the obligation shall be the value of the basis of payment,..." shall not apply in determining the extent of liability under the provisions of this policy.

S. Action or 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 twelve (12) months from receipt of notice of such rejection or, in case of an arbitration taking place as provided herein within twelve (12) months after due notice of the award made by the arbitrator, arbitrators or umpire then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable thereafter.

T. Renewal. Unless the Company at least forty-five (45) days in advance at 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 reduction of limits or elimination of coverages, the Insured should be entitled to renew to policy upon payment of the premium due on effective date of renewal.

U. Settlement of Claim. The amount of loss, damage or liability for which the Company may be liable shall be paid within thirty (30) days after the said formal written claim and proof of loss, damage of liability is received by the Company and ascertainment of the loss, damage or liability 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 said formal written claim and proof of loss, then the loss, damage or liability shall be paid within ninety (90) days after such receipt.

V. 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 to do so 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 references and an award by the arbitrator or arbitrators or umpire shall be a condition precedent to any right of action against the Company on in case of difference as to amount of liability actually arising out of this.

W. Short Period Rate Scale. It is hereby declared and agreed that, in the event of the Policy being surrendered by the Insured for cancellation, the Company shall retain a premium in accordance with the following scale for the time the Policy has been in force.

MONTHS	1 or less	2	3	4	5	6	7	8	9	10	11
ANNUAL RATE	20%	30%	40%	50%	60%	70%	75%	80%	85%	90%	95%

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its duly authorized officer / representative as of the date of issue at 6/F PNB Financial Center, Pres. Diosdado Macapagal Boulevard Pasay City.

Important Notice

The Insurance Commission of the Philippines, with offices in Manila, Cebu, and Davao, is the government office in charge of the faithful execution and enforcement of all laws relating to insurance and has supervision over insurance companies. The office is ready at all times to render assistance in settling any controversy between an Insurance Company and an Insured relating to insurance matter.

Alliedbankers Insurance Corporation


Perfecto M. Domingo
President

ATTACHED TO AND FORMING PART OF ALLIEDBANKERS INSURANCE CORPORATION COMPREHENSIVE GENERAL LIABILITY POLICY

Absolute Philippine Jurisdiction

IT IS HEREBY DECLARED AND AGREED that the Insurers will not indemnify the Insured in respect of any action for damages brought against the Insured in the courts of any country outside the territorial limits mentioned in the schedule of this policy in which the Insured is represented by a branch or by an employee domiciled in the territory or by a company, firm or individual holding the Insured's Power of Attorney.

Likewise, the Insurers will not indemnify the Insured in respect of judgment/s which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Philippines not to orders obtained in the said court for the enforcement of judgment/s made outside of the Philippines by way of reciprocal agreement/s or otherwise.

Cyber Exclusion

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1. the use or operation of any Computer System or Computer Network;
 - 2.2. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3. access to, processing, transmission, storage or use of any Data;
 - 2.4. inability to access, process, transmit, store or use any Data;
 - 2.5. any threat of or any hoax relating 2.1 to 2.4 above;
 - 2.6. any error or omission or accident in respect of any Computer System, Computer Network or Data
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computer devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this reinsurance agreement, this reinsurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

LMA5394

27 March 2020

Documentary Stamp

Effective October 01, 2001, the Bureau of Internal Revenue under Revenue Regulations Number 15-2001, has implemented the use of "ON-LINE ELECTRONIC DOCUMENTARY STAMPS TAX (DST)", among insurance companies.

In view of the above, the Documentary Stamp Tax (DST) becomes immediately due once a policy is issued in effect, when a policy is cancelled, the liability for DST still exists and the same should be chargeable to the Insured.

Electronic Date Recognition Clause

There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

(a) Electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device;

(b) Media or systems used in connection with any of the foregoing whether the property of the Insured or not, at any time to achieve any or all of the purpose and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognize capture save retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date, data, information, command, logic or instruction as a result of:

(i) recognizing using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

(ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

Exemplary Damage Exclusion

This insurance does not apply to punitive damages, exemplary damages, fines, penalties, treble damages or other increase in damages resulting from the multiplication of compensatory damages, in whatever form assessed.

If a "suit" is brought against the insured seeking damages to which this insurance applies and punitive or exemplary damages, we will provide a defense to such suit. However, we will have no obligation to pay for any costs, interest, or judgment attributable to punitive or exemplary damages.

Provisions of this endorsement do not apply in any state where such endorsement is expressly prohibited by state law or insurance department regulation.

Institute Radioactive Contamination, Chemical, Biological, Biochemical Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith;

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear

installation, reactor or other nuclear assembly or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Legal, Supplementary Costs

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS HEREBY DECLARED AND AGREED that the limit of liability stated in the Schedule of the Policy shall be inclusive of legal costs, settlement, supplementary payments as enumerated under Insuring Agreement No. II of this Policy.

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

Nuclear Chemical and Biological Terrorism LSW 1176

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means 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 organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Insurers allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

Terrorism Exclusion (NMA2920)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism means 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 in 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.

This endorsement 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.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Total Asbestos Exclusion Clause

This Policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out or in consequence of:

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
2. any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain asbestos.

Howsoever, this exclusion shall not apply to any claim caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defense costs in respect of any claim excluded in whole or in part under paragraphs (1) and (2) thereof.

All other terms and conditions of the policy remain unchanged.

War And Terrorism Exclusion Endorsement (NMA 2919)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) War, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

Or


(2) Any act of terrorism. For the purpose of this endorsement an act of terrorism means 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.

This endorsement 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 (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Alliedbankers Insurance Corporation


Perfecto M. Domingo
President