

INSURANCE LAW

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INSURANCE LAW marerecover, pero nagbayad pa rin si insured ng premium. Pero kung nasunog ang bahay niya pwede siyang makarecover up to the extent of DEFINITION the loss (not on the premium paid). Kaya hindi pareho yung natatanggap at yung binibigay. - Some considered Insurance Contract as ■ **CONTRACT OF INSURANCE** - agreement whereby one commutative (benefit or prestation of each party is undertaken for a consideration to indemnify another against loss, equivalent) dahil yung premiums na binabayaran damage or liability arising from an unknown contingent event. ay equivalent to the protection being received.

- But as to the amounts, still aleatory concept because the amount of the premium and claims are

Two Parties:

not equivalent or certain. ■ **INSURER** - performs the obligation of assumption - Insurer prepares the contract. Then, the insured of risk. Kung sakaling mangyari yung loss/peril ay adheres only to the already prepared contract. babayaran niya yung insured. - **PREMISE**: Walang effect sa validity and terms of - Assumption of risk is relevant to payments of the contract. Ang magiging effect lang nito ay kung

Contract Of Adhesion

premiums. magkakaroon ng ambiguity or obscurity of the terms in the contract. If mayron, ang interpretation will be in favor of the insured kasi hindi siya ang ■ **INSURED** - Pays the premium. nagprepare. - In approving the contract, personal qualifications ■ **SURETYSHIP** - a person binds himself solidarily (fully liable) to the matter and in fixing the amount, personal qualifications din ang cinonsider. creditor to fulfil the obligation of the debtor in case the latter should **PERSONAL CONTRACT** - Hindi rin ito assignable. May legal effects kapag fail to do so. nagpalit ng interest in the property. - e.g., D owes C, si Surety, siya ang magbabayad ng utang ni - Non-transferrable.

debtor. If may guarantor, required na maningil muna ang creditor - Not compulsory; no mandatory coverage, except

Voluntary

sa debtor. Kung sakaling hindi makapagbayad ang debtor, tsaka to vehicles. lang pwedeng singilin ang ang guarantor. Pag suretyship, pwedeng - Reciprocal or bilateral.

Synallagmatic

- Each party has obligations toward each other. deretso agad kay surety ang paniningil ng creditor dahil nga solidary ang nature ng kaniyang liability. - Pwedeng maging insurance contract, if it's in the business of **ELEMENTS OF AN INSURANCE CONTRACT** doing insurance. Ito talaga ay gawain ng surety in the ordinary - Insurable interest - dapat may interes course of business. ang isang tao sa bagay na nais niyang i- **THE INSURED HAS AN INSURE**. Ibig sabihin, may karapatan - Kadalasan yung mga suretyship na nagiging insurance contract, **INSURABLE INTEREST**. siyang protektahan ang kanyang ito rin yung mga entities that would normally issue a bond.

property, life and health against risks or perils. ■ **A contract of suretyship shall be deemed to be an insurance** - Logically, kung hindi applicable sa'yo contract, within the meaning of the Insurance Code, only if made **RISK OF LOSS**. yung risk, hindi ka pwedeng kumuha ng by a surety who or which, as such is doing an insurance business. insurance related to that particular risk. - In the sense na magbabayad kasi siya

Insurer Assumes The Risk.

CONCEPT/ CHARACTERISTICS OF INSURANCE if the risk would happen. - This means utmost good faith. **ASSUMPTION OF RISK IS PART** - Hindi masasabing insurance kapag - Ang idea rito ay lahat ng information that is **OF A GENERAL SCHEME** to walang distribution of risk na nagaganap material must be disclosed. **DISTRIBUTE ACTUAL LOSSES** kahit pa sabihing nagkaroon ng - Under the Law on Contracts, walang fraud if there **AMONG A LARGE GROUP**. assumption of risk. is no duty to disclose. Pagdating sa Insurance Contract at material fact yan, it's always material. - Considering that the premiums will be Thus, whether intentional or not, yung hindi the consideration received by the insurer

UBERRIMAE FIDES CONTRACT pagdisclose magiging dahilan pa rin to cancel the in exchange for assuming the risk. insurance. - An insurance is a contract which is - Material ang information if maaapektuhan ang **PAYMENT OF THE PREMIUM**. generally consensual in character, amount ng premiums na binabayaran o approval/ perfected na basta approved na ang decision to enter the Contract of Insurance or not. application. But it will not be binding - **IDEA**: There is always a duty to disclose if it's material information and the disclosure should unless and until a premium has already be

truthful. been fully paid.

- Generally applicable lang to a property insurance. **CLASSES OF INSURANCE** - Ang idea na indemnity ay recovery up to the - **COVERAGE**: 1 person extent of the loss. - Hindi pwedeng pagkakitaan ang isang Insurance **INDIVIDUAL** - Everything related to human Contract, kung magkano lang ang nalugi because **INSURANCE** lives even retirement (payment of of the risk or peril insured against, yun lang din ang annuities). pwedeng i-recover kasi hindi naman pwede na - **COVERAGE**: >1 persons

Contract Of Indemnity

kumita pa sa isang Insurance Contract. - One policy but many are - **LIFE INSURANCE**: As a general rule, hindi covered. applicable yung concept ng indemnity, for the - For the employees; Employers simple reason that we cannot place value on the secure this. life of a person. Except: Kung si creditor ang magrerecover on the life of the debtor, kasi ang - Exempt from tax ang premiums pwede lang i-recover dito ay up to the amount of being paid. the unpaid obligation. - All the terms are in one policy

Group

- **IDEA**: There will be a large group of people who which cover all the employees

Insurance

are subjected to the same risks na naghahati- known as Master Agreement and hatian with regard to the loss that will be sustained may master administrator by anyone of them. (employer). - e.g., A, B and C are homeowners; Fire is the - Master Administrator - collect common risk. Magbabayad sila ng premiums and **LIFE INSURANCE** and paid premiums, and disburse **RISK DISTRIBUTING DEVICE** yung mga ibabayad nila will be placed into a (Primary classification) common fund. If A suffered the risk of fire, sa insurance payments. common fund kukunin yung pambayad sakaniya. - Normally, officers ang - **PREMISE**: Nagkakaroon ng distribution ng risk binibigyan.

dahil lahat ay may share sa economic loss that - **COVERAGE**: >1 persons anyone may suffer because all are subjected to the - **MAX. COV.** (amount): 500 X same risk. Statutory Minimum Wage (SMW) - This means that the liability one party is in Metro Manila (MM) dependent on a condition or an event that is uncertain to happen. - One policy and many are - Dahil walang equivalence of prestation, hindi covered. pareho ang natatanggap. Since si insured ay **INDUSTRIAL** - Payment of premiums can be certain and regular ang pagbayad ng premiums **INSURANCE** oftener (instalment). **ALEATORY** but the proceeds that will be received are - Included ang word na

dependent on the happening of an event e.g., Fire. "Industrial" sa policy. - e.g., Si insured nagbayad sa insurer ng - Not valid to cancel the contract premiums, pero yung pagbabayad ng insurer kay dahil lang hindi nakapagbayad ng insured ay contingent, kasi inaantay pa kung may mangyayari o wala. Like kung fire insurance, at premiums. But may grace period hindi nasunog ang bahay ng insured, walang na 3 months to 12 weeks. Kapag

nag-lapse na, pwede na rin mag- **TWO LIMITS** lapse yung contract. **MICROINSURANCE PREMIUMS**: Max. less than or equal to 7.5 percent of SMV in MM (amount **CLASSIFICATIONS** (Also a Life Insurance but there of contributions) Insurance against loss of or is peculiarity applicable to it; **COVERAGE**: less than or equal to 1,000x X SMV in MM (max. sum Intended primarily for the poor) damage to: (**PERILS OF THE** of guaranteed benefits.) **SEA** - Everything related to - This is to encourage the poor to be covered. navigation; Lahat ng dadaan sa - May binabayaran na amount to the insurance dagat.) company but being divided: May portion na

pinangbabayad sa premiums na napupunta sa **VESSELS, CRAFT, AIRCRAFT**, insurance at may portion na napupunta sa **VEHICLES VARIABLE** investment. - Basta related to navigation kahit **INSURANCE** - Why is it called variable? The investment would hindi dumadaan ng dagat ay (Also a Life Insurance but has dictate the value of the variable insurance and the pwede nang macover. investment component) value would vary depending on the results of the - Kahit naka-park palang pwede investment. nang mag-start yung coverage ng - Not considered a security that is required to be marine insurance. registered bago ibenta sa investing public because

- It can cover the freights or cargo. this is regulated by the Insurance Commission. - Contract of bottomry - May loan. The debtor is the ship **INSURABLE INTEREST** owner. The bottomry is the - Insurable interest for the risk or peril not to happen. security, which is the ship. Compared to a chattel mortgage, **LIFE INSURANCE** the loan becomes payable only when the ship reached its destination. Kaya kapag lumubog Himself, spouse, and children ang ship, hindi na rin magiging - **IDEA**: Walang ibang interesadong mabuhay ka payable ang loan. In chattel kundi ang iyong sarili (himself). mortgage, hindi nagkakaroon ng - The children would have insurable interest over the

extinguishment ng principal life of their parents na ayaw nilang mawala. obligation kapag nawala ang Any person on whom he depends wholly or in security. part - **Respondentia Interests** - - Dependency for education or support, or has Interest is

payable only if the ship Every person who pecuniary (money) interest. reached its destination. Pero has an insurable - Not required na relative. kung lumubog ang ship pwede pa interest in the life Debtor ring singilin yung principal loan, and health of: - Creditor ang pwedeng kumuha ng life insurance. MARINE hindi nga lang yung interest. - PREMISE: Possibility na kung mamamatay yung

INSURANCE debtor ay hindi niya maperform yung obligation niya NON-LIFE INSURANCE MARINE, INLAND MARINE, kaya magkakaroon ng insurable interest yung (Primary classification) TRANSPORT OR creditor over the life of the debtor. TRANSPORTATION Any person upon whose life any estate or INSURANCE interest vested in him depends - Even those in lakes pwede na rin - e.g., May executor ang will, pwede ring i-insure ang i-cover ng marine insurance. buhay ng executor.

Precious Stones, Jewels, ■ Measure: Conditions Sine Qua Non:

JEWELRY, PRECIOUS PREMISE: Ayaw mong mangyari na mamatay yung insured.

Metals

- Covered ng marine insurance ■ POSITIVE: You will benefit if the insured did not die. whether or not in transportation. ■ NEGATIVE: You will suffer a loss or damage if the - Kahit nasa bahay lang ang mga alahas. insured dies.

Bridges, Tunnels, And ■ No Insurable Interest

OTHER INSTRUMENTALITIES - Anyone who is forbidden from receiving any donation (guilty of OF TRANSPORTATION AND concubinage (crime of the husband) and adultery (crime of the wife)) COMMUNICATION cannot be named beneficiary of a life insurance. - Piers, wharves, docks and slips - Bakit bawal? Because if they are not allowed to donate. Insurance is an indirect donation kasi ang nagbabayad dito ng premiums ay si insured at si beneficiary ang nakakatanggap ng proceeds, kaya PERILS OF THE SHIP parang donation na rin. Kaya what the law prohibits directly, you - Only related to the liability that cannot do indirectly. Kaya kung prohibited sila na magdonate sa

you may encounter because of isa't-isa, you cannot cover them for insurance purposes kasi that's the ownership, maintenance, and repair and construction. indirect donation. - e.g., Naaksidente yung - Bakit pwede na magkaroon ng insurable interest ang spouse employee at nagkaroon ka ng since they are generally not allowed to make donations to each legal liability to answer for the other except if moderate gifts? Because the insurance law is the injuries sustained by the more specific law when it comes to insurable interest. Kaya kung employee. Hindi yung injury ang allowed sa insurance law, we will be applying that provision rather

cino-cover but the liability that the than the provisions under the family code. ship owner might incur in relation to the operation of the ship. ■ CREDITOR - ito lang ang may limit when it comes to insurable - Also covered whatever kind of interest na ang pwede niya lang marecover dito ay the unpaid FIRE calamity (force majeure/ obligation lang at the time of death of the debtor.

Insurance

fortuitous events) - Mag-aapply rito yung concept ng contract of indemnity na bawal - Hindi life insurance pero hindi rin nacocover ng fire pagkakitaan ang isang insurance contract. or marine. - If not covered by fire or marine, casualty papasok.

Took The Unpaid

Coverage Recovery

Insurance Debt

Includes:

Creditor 100K 20K 20K - Employer's liability insurance Debtor 100K (creditor is 20K 20K - Motor vehicle liability insurance the beneficiary) CASUALTY - Plate glass insurance (covers large panels of glass), burglary and theft insurance - Personal accident and health insurance as written 80K (difference) - ESTATE by non-life insurance companies - Hindi nagmamatter whether the debt is unenforceable, rescissible or voidable in character kasi ang tinitingnan dito ay the moral obligation to pay not literally the legal obligation. Kaya kahit

ang contract of loan for whatever reason becomes unenforceable ■ MORTGAGEE - the basis of his interest is up to the extent of the covered pa rin ng magiging life insurance contract. unpaid obligation, kaya hanggang debt lang. ■ ■ CONSENT - required to ask for the consent of the beneficiary only LOSS PAYABLE MORTGAGE CLAUSE if you do not have insurable interest. - CONCEPT: There is an insurance secured by a mortgagor (borrower) but CONCEPT OF

INSURABLE INTEREST: Interesado kang the beneficiary of the insurance contract is the mortgagee (lender). Si mabubuhay siya, na ayaw mo siyang mamatay. mortgagor ang nagbabayad ng premiums, this means that the insurance is

- In the case where the insured takes out insurance on their own meant to protect the interest of the lender in case of a loss or damage to the life, they are generally free to choose anyone as the beneficiary. property However, except in cases involving mistresses or extramarital - IDEA: Both of them are considered parties to the insurance contract. Kasi affairs, it is prohibited to name a mistress as a beneficiary. sabi ng batas if may requirement dito sa mortgagor na dapat ay hindi niya gagawin kasi kung ginawa niya yung actions, it will make the insurance void. PROPERTY INSURANCE - IDEA: Kahit si mortgagee pa ang may hawak ng property, party pa rin ng

- Insurable interest is the preservation of property. contract si mortgagor, e.g., Required to get fire insurance for a house that has been mortgaged. Then, there is a requirement that the use should not be LEGAL BASIS to have insurable interest: converted, that it should only be residential. Pero ang ginawa ni mortgagor, ginawa niyang hardware. It will make the insurance still void kahit si mortgagor ■ AN EXISTING INTEREST ang gumawa. - Owner/ ownership. - Kung may requirement kay mortgagor na dapat gawin under the insurance - Possessor/ Lessee. contract, pwedeng si mortgagee ang gagawa e.g., Requirement is to put fire

detector or smoke detector kahit nasa possession ni mortgagor yung property.

■ An Inchoate Interest Founded On Existing Interest

- Inchoate - not yet ripen (not fully realized) into an actual interest. CHANGE OF INTEREST IN INSURED PROPERTY - e.g., You are a stockholder and the corporation owns a property. - In insurance on property, you are required to add insurable interest at the But you may insure the property even though your interest in the time the insurance takes effect and at the time the loss happens. property is inchoate (not fully realized). Dahil sa liquidation, yung - GENERAL RULE: There is interest to the insurance because you are the property na yan ang pwedeng maging ipangbayad sa'yo. party to the contract, and interest on the property. When the time the loss

happens, both of the interest on the insurance and on the property belongs to ■ ANY EXPENTANCY COUPLED WITH AN EXISTING INTEREST the same person. Kaya if napunta sa ibang tao yung interest on the property - e.g., S sells fruits to B. S has a farm and the fruits are not yet na hindi nalilipat yung interest on the insurance nagkakaroon ng suspension existing. B may insure the farm dahil if the farm is destroyed, B may ng insurance contract. not be able to get the fruits he purchased from S.

- Exceptions:

GENERAL RULE: 1. Hindi applicable sa life insurance ang concept ng suspension kasi

- Insurable interest is always based on a pecuniary (money) benefit property ang pinag-uusapan. or pecuniary (money) loss. 2. If the change of interest in the property happened after the loss. - The basis is always the value or something measurable in money. Meaning, nagkaroon muna ng loss saka binenta ang property, it does not matter na. Kasi at the time the loss happens, the interest ■ STOCKHOLDER - has an inchoate interest on the property of the of the property is still with the same person who has interest with corporation which is founded on his existing stock ownership. the insurance.

3. If there are several distinct objects na isa lang ang insurance na

■ CONTRACTOR OF A BUILDING - e.g., Yung bayad sa contractor kinuha sakanila e.g., Object 1 and Object 2, isa lang ang insurance is contingent on the completion of the building, kahit hindi siya ang nila then OBJ1 ang binenta, ito lang ang hindi covered, yung OBJ2 may-ari ng building pwede niya ring i-insure kasi baka hindi siya covered pa rin ng insurance kahit hindi naman binenta. maka-collect kung sakaling masira yung building during the 4. By will or succession ang naging transfer. Pinamana lang yung construction pa lang. property kaya covered pa rin ng insurance if it is by operation of law kung bakit kinailangan i-transfer yung property, or death is the

LIFE VS. PROPERTY INSURANCE cause. IN PROPERTY IN LIFE 5. Many partners/ people involved e.g., Co-owned H&L, A and B are the Limited to the actual value of the Unlimited (save in life insurance owners, si A nagbenta, si B allowed pa rin makarecover kasi hindi interest thereon. effected by a creditor on the life naman siya kasali sa nagbenta ng property. of the debtor) 6. If the policy is framed, it is sufficient that the property itself is - Applies the concept of indemnity. covered, regardless of who owns it. This means that, regardless of - Unlimited for the reason na hindi who owns the property at any given time, the policy will still apply

malalagyan ng value ang buhay ng as long as the conditions are met. isang tao, except with regard to the - If there is a prohibition for the transfer or alienation of the property, hindi lang creditor na limited ang recovery up suspended ang contract of insurance magiging void ang insurance contract to the unpaid obligation only. kung pinagbabawal. Insurable interest exists when Insurable interest exists at the - If hindi pinagbabawal, don lang sa general rule na suspended lang but

if there the insurance takes effect and time the policy takes effect and is any prohibition, void and not mere suspension of the insurance contract.

when the loss occurs but need to need not exist at the time of the exist in the meantime. loss.

Perfection Of The Contract Of Insurance

- Insurance contract is generally consensual in character. - e.g., Tita mo nagpapaaral sa'yo. May insurable interest ka sa buhay - Being consensual ay dapat magco-consent din ang insurance company, and niya kasi if namatay siya wala nang the consent is manifested by the approval. magpapaaral sa'yo. Then, kumuha - Para masabi na meyon nang perfected contract of insurance, kailangan may ka ng insurance at the time na nag- approval muna. aaral kapa at by the time na - An important element of an insurance contract is the premium, which is the namatay ang tita mo, successful consideration paid by the insured for the insurer to have assumption of risk.

kana. Hindi kana dependent. May - Generally, hangga't walang full payment of the premiums ay hindi pa binding recovery pa ba? Yes. ang insurance contract. There must be a legal basis as to Need not have such legal basis. the expectation of the benefit. - EXCEPTIONS: Beneficiary must have insurable The beneficiary need not have 1. Nagbigay ng grace period e.g., 1/1 nagkaroon ng approval but interest over the thing insured. insurable interest of the life of 3/31 is the grace period to pay the insurance premiums. Nangyari the insured if the insured himself ang risks ng 2/1, makakarecover pa rin kasi within the grace period

secured the policy. naman nangyari ang risks kahit hindi pa fully paid ang premiums binding na.

Insurable Interest On Mortgaged Property

2. If nagbigay ng credit extension.

- IDEA: May debtor and creditor, and real property, and nagkaroon ng real estate

3. Payment of insurance period is through instalment.

mortgage. If walang 3rd party mortgagor, mortgagor na si debtor; mortgagee,

4. Insurer granted a credit term for the payment of the premiums.

creditor.

5. Parties are barred by estoppel i.e., The insurer led the insured to

believe na covered na siya kahit wala pang full payment of the ■ MORTGAGOR - has insurable interest as the owner, thus, the premiums. The principle of estoppel will still be applicable na hindi extent of his insurable interest is up to the value of the property.

na pwedeng mag-back out sa misrepresentation because the other - Those which prove or tend to party relied on it already. prove the existence of a risk RESCISSION OF INSURANCE CONTRACTS excluded by a warranty i.e., If hindi covered yung risk, then walang CANCELLATION OF NON-LIFE INSURANCE concealment.

Non-Payment Of Premium False Representation Or

Misrepresentation

- Hindi binding ang insurance. - There is deviation from the truth CONVICTION OF A CRIME on any material truth, whether ARISING OUT OF ACTS intentional or unintentional.

Increasing The Hazard Breach Of Warranty

- Can be express or implied. - Being convicted of a crime does - Express - in the policy. not warrant the cancellation of non-
- A warranty can either be before or life insurance it must be a crime that after, basta material ang warranty increased the hazards insured e.g., Kumukuha ka ng fire against e.g., Fire insurance, dapat insurance sa property mo, may related sa fire insurance yung crime warranty ka na ikaw ang may-ari. If that was committed. it turns out na hindi pala ikaw, DISCOVERY OF FRAUD OR breach na ng warranty. MATERIAL - If immaterial breachesm it does MISREPRESENTATION not avoid the insurance contract.

- Rescission = Annual by legal - Generic, kahit sa life insurance effect. applicable rin kasi utmost good faith ang contract of insurance. CLAIMS SETTLEMENT AND SUBROGATION

Willful Or Reckless Acts

Or Omissions Increasing Life Insurance Property Insurance

The Hazard If There Is A Maturity Ascertainment Of Loss

- Maturity period will be the (AOL) IS EITHER BY - Kailangan related din. payment of the process. AGREEMENT OR BY

Physical Changes In The Arbitration

FOUNDATIONS PROPERTY RESULTED IN THE - With 30 days after the proof of PROPERTY BECOMING loss.

Uninsurable If The Policy Matures Upon If No Ascertainment Is

Death Made Within 60 Days After

- Not necessarily may fault on the - (1) Within 60 days after THE RECEIPT OF PROOF OF part of the insured e.g., Depreciable presentation of the claim and LOSS property (2) filing of the proof of death (death - 90 days after such receipt. DISCOVERED OF OTHER certificate) of the insured.

Insurance Coverage That Illustration

Makes The Total Insurance Aol From

IN EXCESS OF THE VALUE OF ✓ ascertainment THE PROPERTY INSURED 30d X expiration of 60d - Contract of indemnity lang dapat ang property insurance or non-life TIMELINE: Nag-file ka na ng claim, yung ascertainment of loss ay gagawin insurance e.g., Value of the before the 60-day period. If within the 60 days nagkaroon ng ascertainment property is only 10M, then, kumuha of loss, dito magsisimula yung 30 days. Pero kung nag-expire yung 60 ka sa insurance company 1 ng days period na walang AOL na naganap, yung 30 days will be counted coverage na 8M, company 2, 7M, from the 60-day period. Kaya sinasabi ng batas na 90 days ang

total coverage is 15M. In that case, determination o pagbabayad claim counted from the filing. Thus, 30 days either of the insurance company ang period, either from the time the loss was ascertained, kung mayon. can cancel the insurance contract. Kung walang AOL, from the expiration of the 60 days to ascertain kung OTHER GROUNDS THAT THE mayon ba talagang loss na naganap, whichever is earlier.

Commission Will Determine

■ DELAY - entitles the beneficiary: - Discretionary on the part of the INTEREST - twice the legal rate e.g., if 6 percent ang current insurance commissioner. legal rate, 12 percent ang applicable rate of interest.

Attorney'S Fees And Other Litigation

Concealment

Expenses

- There is a material information that you failed to disclose. APPROPRIATE DAMAGES - In insurance contract, there is always duty to disclose kaya ■ PRESCRIPTION to file a case in court for the recovery of the claim. whether intentional or GENERAL RULE: 10 years unintentional, pwedeng i-cancel EXCEPT: If there is stipulation, but minimum 1 yr. ang contract. - The count of the prescriptive period to file a case in court will be - This would happen when you did from the time of the first denial. not fill out the application form in its entirety. ■ SUBROGATION - natural consequence kung sakaling nagbayad

- Info is material when: (1) Affect the na si insurer kay insured, automatic na yung subrogation. No need fixing of the premiums, (2) Affect the of stipulation or assignment. approval of the contract. - Ma-acquire ng insurer yung rights na mayon ang insured for the

Other Grounds Exceptions

recovery of whatever was paid by the insurer. (Applicable yung concept ng utmost - Those which the other party good faith (Uberrimae fidei)) knows e.g., Name: Bruno Sex: ___ alam dapat ng other party ay na NO RIGHT OF SUBROGATION male ang name na Bruno. - The insured by his own act releases the wrong-doer/ third person liable for the loss. - The other party ought to know - Where the insurer pays the insured for a loss or risk not covered e.g., Occupation: Soldier Do you by the policy. handle firearms: ___ dapat alam - In life insurance. na ng insurance company na yes - For the recovery of loss in excess of insurance coverage.

ang sagot. ■ CLAIMS (filing) - The other party waives NOTICE - must be given without undue delay. Insurer communication i.e., Ini-ssue pa rin is exonerated (liability will be removed) i.e., Wala nang ang insurance policy kahit may marerecover si insured. kulang na info. PROOF - best evidence.