



Philippine Life Financial Assurance Corporation

G/F, 8-11/F Mondragon House Bldg., Sen Gil J. Puyat Ave., Makati City
Tel. No. (632) 798-54-33; TIN 007-884-680-000

PHILIPPINE LIFE FINANCIAL ASSURANCE CORPORATION

(Herein called the Insurer)

HEREBY ISSUES this

**Group Life Insurance Policy for
Compulsory Insurance Coverage for Agency- Hired Migrant Workers**

(herein called the Policy)

to

(herein called the Policyholder)

AND AGREES, subject to all terms appearing on this and the following pages, to pay at its offices the benefits as determined in accordance with the provisions of this Policy immediately upon the receipt and approval of due proof of non-accidental death or non-accidental total and permanent disability of an Insured Migrant Worker and to provide the other rights and privileges set forth in this Policy.

This Policy is issued Pursuant to Rule XVI of the Omnibus Rules and Regulations Implementing the Migrant Workers and Overseas Filipinos Act of 1995, as amended by RA 10022, and in consideration of the application of the Policyholder, a copy of which is attached hereto and made a part hereof, and of the payment of the Policyholder of the required first premium as herein provided. The first premium is due and payable on the Effective Date of this Policy.

The provisions on the subsequent pages hereof, shall form part of this Policy as fully as if recited at length over the signatures hereto affixed.

A copy of this Policy shall be lodged at the Philippine Overseas Employment Administration (POEA) as a pre-requisite for the issuance of an Overseas Employment Certificate (OEC) pursuant to Section 5 of Rule XVI of the said Omnibus Rules and Regulations 10022.



In witness whereof, **Philippine Life Financial Assurance Corporation** has caused this Policy to be executed at Makati City, Philippines as of the Effective Date of this Policy.

UNDER THE PROVISION OF SEC. 226 OF PRESIDENTIAL
DECREE NO. 1460 OTHERWISE KNOWN AS THE INSURANCE
CODE OF 1978.

President

Examined By: _____

October 23, 2014

Conforme by President of
Recruitment/Manning Agency: _____

[Signature]
INSURANCE COMMISSIONER

Documentary stamps to the value of ₱ _____ are affixed and properly cancelled in the duplicate copy of this Policy.

[Handwritten initials]

I. INSURANCE PROVISIONS

WHO MAY BE INSURED

All migrant workers recruited by the Policyholder satisfying the eligibility provision stated in the Policy Data Page shall be eligible for insurance under this Policy.

Migrant worker shall refer to a person who is to be engaged or has been engaged in a remunerated activity in a state of which he or she is not a legal resident (land-based migrant worker) or on board a vessel navigating foreign seas other than a government ship used for military or non-commercial purposes or on an installation offshore or on high seas (sea-based migrant worker) whose deployment is / was allowed by the Republic of the Philippines.

ENROLLMENT

Written application, on forms satisfactory to the Insurer, is required for each eligible individual in respect of whom an application for insurance under this Policy is being made. Eligible individuals accepted by the Insurer for insurance coverage under this Policy are hereinafter referred to as the Insured.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of the individual insurance of an Insured shall be the date of his departure to the state or country where he will be employed, provided the corresponding premium is paid by its policyholder.

AMOUNT OF INSURANCE

Each eligible individual shall be insured in accordance with the Schedule of Insurance stated in the Policy Data Page.

TERM OF COVERAGE

The term of coverage shall be as specified in the Policy Data Page.

EVIDENCE OF INSURABILITY

No evidence of insurability shall be required.

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II. PREMIUM PROVISIONS

PREMIUM

The premium corresponding to the classification of the Insured for the term of coverage shall be as stated in the Policy Data Page.

GUARANTEE OF AND RIGHT TO CHANGE THE PREMIUM RATE

The premium rates are guaranteed for individuals enrolled during the first policy year. The Insurer reserves the right to establish new premiums for new enrollees at the beginning of any renewal year or whenever the terms of this Policy are changed.

PAYMENT OF PREMIUMS

Premiums are payable to the Insurer in advance at its Home Office or to a duly authorized agent of the Insurer or through the other offices as the Insurer may hereafter designate, in exchange for a receipt duly signed by the Insurer's authorized representative.

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III. INSURANCE BENEFITS & CLAIM PROVISIONS

INSURANCE BENEFITS

The Insurer shall pay the Amount of Insurance, as stated in the Proof of Cover, to the beneficiaries of the Insured upon the Insured's non-accidental death or in case of non-accidental disability, to the Insured, upon receipt and approval of the Insurer of due proof of non-accidental death or total and permanent disability while his coverage is in force.

Non-accidental death means death resulting from a natural cause or a cause other than accidental bodily injury.

Non-accidental total and permanent disability means total complete loss of sight of both eyes, or loss of two limbs at or above the ankles or wrists, or permanent complete paralysis of two limbs, or brain injury resulting to incurable imbecility or insanity that resulted from a cause other than accidental bodily injury. It excludes disability that is caused by injuries sustained while the Insured is serving in the armed forces in any country or international authority, whether in peace or war.

BENEFICIARY

An Insured shall have the right to designate anybody, not disqualified by law, as his beneficiary or beneficiaries, and may at anytime, designate new beneficiary or beneficiaries by filing through the Policyholder a properly completed written request on a form satisfactory to the Insurer. Such change shall take effect only when recorded in writing by the Insurer at its Home Office but without prejudice to the Insurer on any payment made before receipt of such notice.

The indemnity for the loss of life of an Insured shall be payable to his designated beneficiary or beneficiaries, if surviving; or if there be no beneficiaries designated or surviving at the death of the Insured, to the surviving class of the following classes of successive preference beneficiaries:

the Insured's:

- a. widow or widower
- b. surviving children born to or legally adopted by the member
- c. surviving parents
- d. surviving brothers and sisters
- e. executors and administrators

An affidavit signed by any individual belonging to the first surviving class of successive preference beneficiaries described above, stating the names and addresses of the persons belonging to such class, shall be sufficient proof to the Insurer that the person or persons so named therein are the sole survivors of such class.

If there be two or more beneficiaries, they shall share equally on the proceeds unless otherwise specified by the Insured. All the beneficiaries' designation shall be deemed as revocable.

NOTICE OF CLAIM

Written notice of claim together with the passport of the Insured and the applicable document specified below must be given to the Insurer within thirty (30) days after the

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occurrence or commencement of any loss covered by this Policy or as soon thereafter as is reasonably possible:

- a. Death Certificate – in case of non-accidental death
- b. Medical Certificate – in case of non-accidental permanent disability

The above document should be duly authenticated by the Philippine foreign posts if death occurred outside of the Philippines or by the local registry if death occurred in the Philippines.

For the purpose of identifying the legitimate and/or designated beneficiaries, the following claim documents shall also be submitted:

- a. Birth Certificate of the Insured, if beneficiary is a parent or a child;
- b. Marriage Contract of the Insured and spouse, if beneficiary is the spouse;
- c. Affidavit of Legal Guardianship, if beneficiary is a minor; and
- d. Other documents as may be necessary to establish the identity of claimants.

Failure to comply within the time provided shall not invalidate nor reduce the claim if it is given as soon as was reasonably possible.

PAYMENT OF CLAIM

The Insurer shall process the claim and make payment within ten (10) days from the filing of the notice of claim and submission of the complete claim documents.

SETTLEMENT OF DISPUTE

Any question or dispute in the enforcement of Policy shall be brought before the Insurance Commission for mediation or adjudication pursuant to the applicable provisions of the Insurance Code or circulars issued by the Insurance Code. The existing claims adjudication procedures of the Insurance Commission shall apply in the settlement of insurance claims disputes taking into consideration the special procedures and periods provided in Section 37-A of the Republic Act 10622, and the Insurance Guidelines on Rule XVI of the Omnibus Rules and Regulations Implementing Republic Act 8042.

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IV. GENERAL PROVISIONS

THE CONTRACT

This Policy, the Policy Data Page, the Policyholder's application attached hereto, any riders, endorsements or amendments herein and the Insureds' applications constitute the entire contract. All statements made by the Policyholder or by the Insureds shall be deemed representations and not warranties. No statement made by any Insured shall be used to contest the validity of the insurance unless it is written and signed by him and a copy furnished to him or to his beneficiaries.

No agent is authorized to alter or amend this Policy, to accept premiums in arrears or to extend the due date of any premium, to waive any notice or proof of claim required by the Insurer, or to extend the date before which any such notice or proof be submitted.

This Policy may at any time be amended and changed by written agreement between the Insurer and the Policyholder. Any such amendment shall apply only to insurance coverages that take effect after the effective date of the amendment.

POLICY EFFECTIVITY

This Policy becomes effective only upon the payment of its initial premium and its delivery to the Policyholder. The Effective Date, shown in the Policy Data Page shall be used to determine premium due dates, policy years and policy anniversaries.

DATA REQUIRED

The Policyholders shall furnish the Insurer promptly in writing all information necessary for the efficient administration of this Policy including (1) the list of individuals becoming eligible and their respective dates of birth, insurance classification, country of destination, occupation, and inclusive dates of their employment contract, and (2) Insureds whose insurance terminates and their respective termination dates.

All documents furnished to the Policyholder by an individual in connection with his insurance and such other records as may have a bearing on the insurance under this Policy, shall be open for inspection by the Insurer at reasonable hours.

CLERICAL ERROR

Clerical error in keeping the records shall not invalidate an insurance which otherwise is validly in force nor shall it continue an insurance which otherwise is validly terminated.

NON-PARTICIPATING CONTRACT

This Policy is non-participating and does not share in the divisible surplus of the Insurer.

AGE AND MISSTATEMENT OF AGE

Age, unless defined otherwise, shall mean age at last birthday.

The Insurer may request proof of age of any Insured. Benefits payable are suspended until the requested proof is given.

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If at the correct age, the Insured is not eligible for any coverage under this Policy or its riders, the Insurer shall refund the corresponding premiums actually received by the Insurer.

TERMINATION OF THIS POLICY

The Policyholder may discontinue this Policy at any time by giving written notice to the Insurer at least 31 days prior to the date of termination.

The Insurer may terminate this Policy at any time by giving at least thirty one (31) days prior written notice to the Policyholder if the number of Insureds is less than the minimum number stated in the Policy Data Page or the percentage of Insureds is less than the minimum percentage stated in the Policy Data Page.

Notice of termination shall be in writing, mailed or delivered to the Policyholder at the address shown in this Policy or the application.

Notwithstanding the termination of this Policy, the individual insurances shall continue to be in force until terminated as provided in the immediately following section.

TERMINATION OF INDIVIDUAL INSURANCE

The insurance of all Insureds hereunder shall automatically terminate on the earliest of the following:

1. expiry of the individual coverage as stated on his Proof of Cover; or
2. upon pre-termination of Insured's overseas employment contract, in which case, the Cash Value pertaining to his / her individual coverage shall be paid

Termination of individual insurance shall be without prejudice to any claim originating prior to the date on which the individual insurance is terminated.

CASH VALUE

If the Insured's overseas employment contract is pre-terminated, the Policyholder may, by written request, surrender the Proof of Cover for its Cash Value equivalent to fifty percent (50%) of the pro-rata premium corresponding to the unexpired term of coverage. This Cash Value is not available for a policy loan.

LEGAL PROCEEDINGS

If a claim is made and an action or suit is not commenced either with the Insurance Commission or any court of competent jurisdiction within five (5) years from notice of denial of claim, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be reopened or reconsidered.

ASSIGNMENTS

No assignment of this Policy by the Policyholder shall be binding upon the Insurer unless made in writing and properly filed at the Home Office of the Insurer. No assignment by any individual of any insurance under this Policy shall be valid. Any assignment by the beneficiary subsequent to the death of an individual shall not be binding upon the Insurer until the original assignment or duplicate thereof is received at the Home Office of the

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Insurer and the assignment is acknowledged in writing by the Insurer prior to the payment of the proceeds. The Insurer does not assume any responsibility for the validity or sufficiency of any assignment.

INCONTESTABILITY

The incontestable clause under the Insurance Code shall not apply. This Policy shall not be contested after its Effective date. Similarly, any individual insurance, which becomes effective on or after the Policy Effective Date, shall not be contested after it has been in force during the lifetime of the Insured.

SUICIDE CLAUSE NOT APPLICABLE

The suicide clause under the Insurance Code shall not apply. Death of the Insured due to suicide when it is committed after the individual insurance under this Policy has been in force shall be compensable.

PROOF OF COVER

The Insurer shall issue to the Policyholder, for delivery to each Insured, a Proof of Cover setting forth a summary of the essential features of the individual insurance coverage and other privileges to which the Insured is entitled. These forms do not constitute a contract but are merely informative statements setting forth the benefits and the claim procedures and are not transferable.

NON-WAIVER OF POLICY PROVISION

Failure of the Insurer to insist upon compliance with any provision of this Policy at any given time or under any given set of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or as to any other occurrence, whether the circumstances are, or are not, the same.

ARTICLE 1250 (R.A. No. 386) NOT APPLICABLE

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 of extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment..."

shall not apply in determining the extent of liability under the provision of this Policy.

CURRENCY

All amounts mentioned in this Policy refer to the currency of the United States of America. The Insured or the beneficiaries may, however, ask the Insurer that benefits be paid in Philippine Peso equivalent.

MIGRANT WORKER'S REFERENCE

In enforcing the migrant worker's rights, reference may be made to Section 23 of RA 10022, Rule XVI of its Omnibus Rules and the Insurance Guidelines on Rule XVI of the

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Omnibus Rules and Regulations Implementing Republic Act 8042 issued by the Insurance Commission.

IMPORTANT NOTICE

The Insurance Commission of the Philippines, with offices in Manila, Cebu, and Davao, is the government office in charge of the enforcement of all laws relating to insurance companies. It is ready at all times to render assistance in settling any controversy between an insurance company and an insured migrant worker or beneficiaries relating to insurance matters. The Philippine Overseas Employment Administration and the Philippine Overseas Labor Office may likewise assist the Insured in submitting their complaints to the Insurance Commission. The official website of the Insurance Commission is www.insurance.gov.ph

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