

<SPECIAL SERIAL NUMBER>

COMPULSORY INSURANCE COVERAGE
FOR
AGENCY-HIRED MIGRANT WORKERS

Whereas, the Recruitment or Manning Agency hereinafter referred to as Policy Holder named in the Schedule, by written application and declaration, which shall be the basis of this contract and is deemed incorporated herein, applied to MAPFRE INSULAR INSURANCE CORPORATION (hereinafter referred to as the insurance provider) for the insurance hereinafter contained as required under Republic Act 8042 ,as Amended by R.A. 9422 and R.A. 10022, and subject to payment of the premium as stated in the Policy Schedule.

Whereas, this Master Policy shall be lodged at the Philippine Overseas and Employment Association (POEA) as a pre-requisite for the issuance of an Overseas Employment Certificate (OEC) pursuant to Rule XVI, Section 5 of the Omnibus Rules and Regulation of RA 10022.

IN WITNESS WHEREOF, the Insurance Provider has caused this Policy to be signed by its President and countersigned by the President of the Policy Holder.

(Name of the Policy Holder)

MAPFRE INSULAR INSURANCE CORPORATION

Documentary stamps to the value indicated in the schedule of this policy have been included in our lump sum payment to the BIR and credited to Documentary Stamps Tax Inventory.

IMPORTANT NOTICE CLAUSE

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 POEA and the POLO may likewise assist the insured migrant workers in submitting their complaints to the Insurance Commission.

INSURING AGREEMENT: In consideration of the payment of the first premium, application for life insurance duly signed by the insured migrant worker and delivery of certificate of Insurance to him while in good health, the Insurance Provider agrees to insure collectively the agency-hired migrant workers of the Policyholder for loss of life and permanent total disability, 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.

This policy is effective for the duration of the insured migrant worker's employment contract.

PART I. Financial Assistance Benefits

Consequent upon an unforeseen event during the course of employment abroad, the Insurance provider will provide the following benefits to the insured migrant workers.

- Repatriation Cost..... actual cost
 - A) In case of death.....
 - B) In cases where employment was terminated.....
 - C) Medical Repatriation.....

- Subsistence Allowance..... maximum of \$100/month not exceeding six months
- Money Claims Benefitmaximum of \$1,000/month not exceeding six months
- Compassionate Visit.....actual cost (transportation cost of the family member or requested individual to the major airport closest to the place of hospitalization of the worker)
- Medical Evacuation..... actual cost (mode of transport necessary shall be undertaken by the insurance provider)
- Medical Repatriationactual cost (an alternative appropriate mode of transportation, such as air ambulance, may be arranged. Medical and non-medical escorts may be provided when necessary).

The benefits mentioned in this policy may be paid in Peso equivalent subject to the consent of the insured migrant worker or the beneficiaries, as the case may be. In no case shall the settlement be less than the mentioned Dollar equivalent, as required by R.A. 10022, at the time of the payment of the benefits.

PART II. DEFINITIONS :

1. Accidental Death - refers to death resulting directly and solely from external, violent, and accidental means visible on the surface of the body or disclosed by an autopsy where not forbidden by law, and occurring within one hundred eighty (180) days from the date of the accident.

2. Permanent total disablement – refers to disability resulting from bodily injury due to accident or disease which wholly prevents the insured from engaging in any business or occupation or performing any work, physical or mental, for compensation, profit or gain. Such disability resulted to total complete loss of sight of both eyes; loss of two limbs at or above the ankles or wrists; permanent complete paralysis of two limbs; brain injury resulting to incurable imbecility or insanity.

Service in the armed forces in any country or international authority, whether in peace or war, shall serve as the only exclusion to the limits of liability under this policy.

3. Repatriation cost of the worker when his/her employment is terminated by the employer without any valid cause, or by the employee with just cause, includes transport of his/her personal belongings. In case of death, the insurance provider shall arrange and pay for the repatriation of the worker's remains and belongings.

The insurance provider shall also render any assistance necessary in the transport, including but not limited to locating a local and licensed funeral home, mortuary or direct disposition facility to prepare the body for transport, completing all documentations, obtaining legal clearances, procuring consular services, providing death certificates, purchasing the minimally necessary casket or air transport container, as well as transporting the remains including retrieval from site of death and delivery to the receiving funeral home and back to the residence of the insured worker in the Philippines or to any place in the Philippines in accordance with the worker's will, if there is any. The extent of the said benefits shall be regardless of the cost, the primary test of compliance being the complete repatriation of the worker or his/her remains, as the case may be, and his/her personal belongings.

4. Subsistence allowance benefit - sum of money given to a migrant worker who is involved in a case or litigation for the protection of his/her rights in the receiving country.
5. Money claims arising from the employer's liability - claim that may be awarded or given to the worker in a judgment or settlement of his/her case in the NLRC. The insurance coverage for money claims shall be equivalent to at least three (3) months salaries for every year of the migrant worker's employment contract, the maximum amount per month of which is One Thousand United States Dollars (US\$1,000.00) or the amount of salary under the employment contract, whichever is lower. In case the amount of insurance coverage is insufficient to satisfy the amount adjudged or agreed upon, the recruitment/manning agency is liable to pay the balance thereof.
6. Compassionate visit - When a migrant worker is hospitalized and has been confined or will be confined as determined by the attending physician and the insurance company physician for at least seven (7) consecutive days, he shall be entitled to a compassionate visit by one (1) family member or a requested individual. The insurance company shall pay for the transportation cost of the family member or requested individual to the major airport closest to the place of hospitalization of the worker. It is, however, the responsibility of the family member or requested individual to meet all visa and travel document requirements. The extent of the said benefits shall be regardless of the cost, the primary test of compliance being the complete transport of the visitor from and back to the Philippines.
7. Medical evacuation - When an adequate medical facility is not available proximate to the migrant worker, as determined by the insurance company's physician and the consulting physician, evacuation under appropriate medical supervision by the mode of transport necessary shall be undertaken by the insurance provider. The extent of the said benefits shall be regardless of the cost, the primary test of compliance being the completion of the said medical evacuation.
8. Medical repatriation - When medically necessary as determined by the insurance company physician and the consulting physician, repatriation under medical supervision to the migrant worker's residence shall be undertaken by the insurance provider at such time that the migrant worker is medically cleared for travel by commercial carrier. If the period to receive medical clearance to travel exceeds fourteen (14) days from the date of discharge from the hospital, an alternative appropriate mode of transportation, such as air ambulance, may be arranged. Medical and non-medical escorts may be provided when necessary. The extent of the said benefits shall be regardless of the cost, the primary test of compliance being the complete repatriation of the migrant worker under medical supervision to his/her residence.

The above assistance benefits must be performed or paid immediately by the insurance provider. The insured migrant worker or his heirs should not be made to advance expenses.

The assistance benefits should be in force while the insured migrant worker is in the country of assignment for the duration of the policy.

9. POLO - Philippine Overseas Labor Office
10. POEA - Philippine Overseas Employment Agency
11. NLRC - National Labor Relations Commission

PART IV. CONDITIONS APPLICABLE TO ALL SECTIONS:

1. This policy insofar as accidental death and total permanent total disablement benefits shall be paid by the company without any contest and without the necessity of providing fault or negligence of any kind on the insured migrant worker.
2. No statement made by the policyholder, recruitment or manning agency, not included herein shall avoid the insurance coverage herein provided or be used in any legal proceeding. No agent shall have authority to change this policy or to waive any of its provisions. No change in this Policy shall be valid unless approved by the Chief Executive Officer of the Company and concurred by the Insurance Commissioner. Each additional clause to be introduced by the insurance provider shall also be subject to the prior approval of the Insurance Commission.
3. The premium must be paid in full to the insurance provider by the Policyholder on a *cash and carry* basis at no cost to the insured migrant worker.

The premium shall be paid by the recruitment/manning agency that deployed the migrant worker. In no case the premium be charged by the Policyholder or the foreign employer directly or indirectly to the migrant worker. If default be made in the payment of the agreed premium and a loss occurred such default shall not invalidate and otherwise valid claims. Any claim shall be paid less premium due to the Insurance Provider.

4. When the worker decides to voluntarily pre-terminate his employment contract abroad and returns to the Philippines out of his own volition and free will, there shall be a proportionate amount of return of premium for the benefit of the recruitment/manning agency corresponding to the unexpired term of the insurance contract. The premium shall be charged or retained in accordance with the following scale of percentages of the annual rate:

1 month	-	20% of the Annual Rate
2 months	-	30% of the Annual Rate
3 months	-	40% of the Annual Rate
4 months	-	50% of the Annual Rate
5 months	-	60% of the Annual Rate
6 months	-	70% of the Annual Rate
7 months	-	75% of the Annual Rate
8 months	-	80% of the Annual Rate
9 months	-	85% of the Annual Rate
10 months	-	90% of the Annual Rate
11 months	-	95% of the Annual Rate

Any payment made by the Company in good faith pursuant to this provision shall be final and fully discharge the liability of the Company therefor.

5. Written notice of death, injury or financial assistance on which claim may be based must be given to the insurance provider, or to its International Assistance provider within a reasonable time after the date of the accident causing such injury or request for financial assistance. In the event of accidental death notice thereof must be given to the insurance provider as soon as practicable.

The insurance provider, upon receipt of such notice, 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 ten (10) days after the receipt of such notice the claimant shall have been deemed to have complied with the requirements of this Policy as to proof of loss covering the occurrence, character and extent of the loss for which claim is made.

Failure to give notice of claim 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 and that notice was given as soon as was reasonably possible.

6. Claims shall be paid at the home office of the insurance provider or in any of its branches or assistance centers, taking into consideration the circumstances of the insured migrant worker or the beneficiary at the time of payment.
7. No formal action shall be brought for adjudication before the Insurance Commission unless brought within two (2) years from the expiration of ten (10) day period within which to settle any claim under this Policy.
8. Indemnity for loss of life and permanent disablement of the insured migrant worker is payable to the designated beneficiary of the insured migrant worker if surviving; otherwise to the estate of the insured migrant worker. All other benefits of this Policy are payable to the Policyholder, recruitment/manning agency, for the account of the insured migrant worker.

Consent of the beneficiary in writing is a requisite to cancellation or assignment of this Policy, or to change the name of the designated beneficiary, or to any other changes in the Policy.

9. CONFORMITY TO STATUTE CLAUSE:
Where the terms and conditions of this policy are in conflict with any applicable statutes of the Philippines, such terms and conditions are hereby amended to conform to such statutes.
10. CHANGES IN THE POLICY CONDITION:
"None of the provisions, conditions and terms of this Policy shall be waived or altered except by endorsement signed or initialed by an authorized official of the Company and issued in accordance with the provisions of Section 50 of the Insurance Code of 1978."
11. MEDIATION OR ADJUDICATION CLAUSE:
Any question or dispute in the enforcement of this policy regardless of the amount shall be brought before the Insurance Commission for mediation or adjudication pursuant to the applicable provisions of the Insurance Code or circulars issue by the Insurance Commission. The existing claims adjudication procedures of the Insurance Commission shall apply in the settlement of insurance claims.
12. In enforcing the migrant worker's rights, reference may be made to Section 23 of R.A. 10022, Rule XVI of its Omnibus Rules and Insurance Guidelines issued by the Insurance Commission.