

I. THE GROUP LIFE INSURANCE POLICY

POLICY EFFECTIVE DATE. This Group Master Policy shall take effect on the Policy Effective Date stated in the Policy Data Page attached to this Group Master Policy.

WHO MAY BE INSURED. This Group Master Policy shall cover all eligible migrant workers as stated in the Policy Data Page and as listed and reported by the Payor/Policyholder to the Insurance Provider subject to the provisions of this Group Master Policy.

TERMINATION OF POLICY. Subject to the policy provision on "Settlement of Insurance Proceeds," this Group Master Policy shall automatically terminate on the date of policy termination as stated in the Insurance Provider's written notice of termination to Payor/Policyholder.

Individual insurance of all insured migrant workers already in force prior to the termination of the Group Master Policy shall remain in force subject to the terms and conditions of the Group Master Policy until the end of coverage specified in the individual certificates of insurance.

The termination of the Group Master Policy shall be without prejudice to any claim occurring prior to such termination.

II. THE INDIVIDUAL INSURANCE COVERAGE

AMOUNT OF INSURANCE. Each migrant worker shall be insured for such amount as stated in the Policy Data Page, subject to the "Effective Date of Individual Insurance" provision of this Group Master Policy.

INDIVIDUAL APPLICATION. Each migrant worker shall submit to the Insurance Provider through the Payor/Policyholder a duly signed application for insurance, on a form furnished by the Insurance Provider. He shall indicate therein his true and correct personal data, including those of his beneficiary or beneficiaries.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE. The insurance of a migrant worker shall take effect on the date of departure to the state or country where the migrant worker shall be employed provided that the premium for the amount of insurance is paid to the Insurance Provider by the Payor/Policyholder.

NON-APPLICABILITY OF THE EVIDENCE OF INSURABILITY. All migrant workers shall be insured without evidence of insurability.

CERTIFICATE OF INSURANCE. The Insurance Provider shall issue certificates of insurance to the Payor/Policyholder for delivery to all the insured migrant workers. Each certificate shall include and describe in general the insurance protection under this Group Master Policy. Such certificate shall form part of the contract by and between the Payor/Policyholder and the Insurance Provider. In the event of discrepancy between the provisions of such certificate and this Group Master Policy, the provisions of the latter shall prevail.

TERMINATION OF INDIVIDUAL INSURANCE. The insurance of an insured migrant worker shall automatically terminate on the earliest of the following dates:

1. At the expiry date of his individual coverage as stated in the individual Certificate of Insurance;
2. The date the individual insurance is surrendered for its surrender value on the ground of voluntary pre-termination by the insured migrant worker of his employment contract.

The termination of the individual insurance shall be without prejudice to any claim occurring prior to such termination.

III. SETTLEMENT OF INSURANCE PROCEEDS

NATURAL DEATH BENEFIT. The Insurance Provider shall pay the designated beneficiary the corresponding Amount of Insurance for Natural Death Benefit as stated in the Policy Data Page attached to this Group Master Policy upon receipt and approval by the Insurance Provider of due proof/s that the insured migrant worker died while insured under this Group Master Policy and in accordance with its terms.

ACCIDENTAL DEATH BENEFIT. The Insurance Provider shall pay the designated beneficiary the corresponding Amount of Insurance for Accidental Death Benefit as stated in the Policy Data Page attached to this Group Master Policy upon receipt and approval by the Insurance Provider of satisfactory proof of the accidental death of the insured migrant worker.

The definition of Accidental Death shall be as stated in the Policy Data Page attached to this Group Master Policy.

TOTAL AND PERMANENT DISABILITY BENEFIT. The Insurance Provider shall pay the Total and Permanent Disability Benefit as stated in the Policy Data Page attached to this Group Master Policy upon receipt and approval by the Insurance Provider of satisfactory proof of the total and permanent disability of the insured migrant worker.

The definition of "Total and Permanent Disability" shall be as stated in the Policy Data Page attached to this Group Master Policy.

EXCLUSION TO TOTAL AND PERMANENT DISABILITY BENEFIT. The Total and Permanent Disability Benefit shall not cover disability caused by service in the armed forces in any country or international authority, whether in peace or war.

NOTICE OF CLAIM AND DOCUMENTARY REQUIREMENTS FOR CLAIM. Written notice of claim should be submitted to the Insurance Provider not later than thirty (30) days from the date of such death or disability. Pertinent supporting documents together with the copy of the passport/s used by the insured migrant worker within the last 6 months (for 6 months coverage), or within the last 12 months (for 12 months coverage), or within the last 24 months (for 24 months coverage) indicating the insured migrant worker's date of departure should be submitted to the Insurance Provider within ninety (90) days from the date of death or disability. The Insurance Provider shall forthwith ascertain the truth and extent of the claim and make payment within ten (10) days from the filing of the notice of claim and submission of complete claim documents.

Any claim arising from natural death, accidental death or total and permanent disability shall be paid by the Insurance Provider without the necessity of proving fault or negligence of any kind on the part of the insured migrant worker provided that the following documents, duly authenticated by the Philippine foreign posts if death or disability occurs outside the Philippines, or by the Local Civil Registry if death occurs in the Philippines, shall be sufficient evidence to substantiate the claim:

1. Death Certificate, in case of natural or accidental death;
2. Police or Accident Report, in case of accident; and
3. Medical Certificate, in case of total and permanent disability.

Failure to submit the requirements within the prescribed period will invalidate the claim unless it can be shown that it was not reasonably possible to submit requirements on time.

BENEFICIARY. The beneficiary designated by the insured migrant worker in his application card shall receive the death benefit provided that the beneficiary is living at the time of death of the insured migrant worker.

If the insured migrant worker designated more than one primary beneficiary, the death benefit will be paid in equal shares to the primary beneficiaries who survive the insured migrant worker, unless the latter stated otherwise in his application card. If there is no surviving primary beneficiary at the time of the insured migrant worker's death, the death benefit will be paid in equal shares to the contingent beneficiaries the insured migrant worker designated and who survive him.

If no qualified beneficiary is designated by the insured migrant worker or if no qualified beneficiary survives the insured migrant worker, the following classes of beneficiaries, in this order of preference, shall be deemed named by the insured migrant worker as his contingent beneficiary or beneficiaries:

1. surviving legitimate spouse;
2. surviving legitimate, legitimated, and legally adopted children;
3. surviving illegitimate children;
4. surviving parents;
5. surviving siblings of the full blood;
6. surviving siblings of the half blood; or
7. executors or administrators.

If there are two (2) or more beneficiaries in the class entitled to the proceeds of the insurance, they shall share equally.

If the insured migrant worker designated a beneficiary as Irrevocable, he must obtain the said beneficiary's written consent before the insured migrant worker can exercise

any of his rights under the Group Master Policy that will affect the irrevocable beneficiary's interest therein.

The insured migrant worker may change a designated beneficiary by filing an updated application card during his lifetime, subject to the consent of all irrevocable beneficiaries. The change shall take effect on the date the updated application card is filed with the Insurance Provider. However, it will not affect any payments the Insurance Provider has made, or actions it may have taken, before receipt of the insured migrant worker's updated application card.

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

1. Birth Certificate of insured, if beneficiary is a parent or a child;
2. Marriage Contract of insured migrant worker and spouse, if beneficiary is the spouse;
3. Affidavit of Legal Guardianship, if beneficiary is a minor; and
4. Other documents as may be necessary to establish identity of claimants.

CURRENCY. The benefits shall be paid in US Dollars or in its Philippine Peso equivalent at the time of the settlement of the insurance proceeds subject to the consent of the insured migrant worker or his beneficiaries, as the case may be.

IV. GENERAL PROVISIONS

DEFINITIONS.

INSURANCE PROVIDER. The Insurance Provider shall mean The Insular Life Assurance Company, Ltd.

PAYOR/POLICYHOLDER. The Payor/Policyholder shall refer to the recruitment/manning agency named as such under the Policy Data Page.

MIGRANT WORKER. Migrant Worker shall refer to a person who is to be engaged, is engaged, or has been engaged in a remunerated activity in a state of which he is not a legal resident, or on board a vessel navigating foreign seas other than a government ship used for military or non-commercial purposes, or on an installation located offshore or on high seas.

INSURED MIGRANT WORKER. Insured Migrant Worker shall mean any eligible migrant worker who is insured for the insurance benefits provided under this Group Master Policy and whose name is declared under this Group Master Policy and appears on the Individual Certificate of Insurance.

Any pronoun used in this Group Master Policy shall apply to either gender and the singular form shall include the plural unless the context clearly indicates a different meaning.

RECORDS AND INFORMATION TO BE FURNISHED. The Payor/Policyholder shall furnish the Insurance Provider such information as it may require to enable it to administer the insurance provided hereunder, to determine the premiums for such insurance and to carry out the provisions of this Group Master Policy. The Payor/Policyholder shall maintain with respect to each insured migrant worker a record that shows the insured migrant worker's name, age and sex, and the amount and effective date of his insurance and of any change in such insurance. The Insurance Provider reserves the right to inspect the records of the Payor/Policyholder which relate to this Group Master Policy at any reasonable time.

ERRORS AND MISSTATEMENT OF AGE. If misstatement of insurance age or date of birth or other relevant facts relating to an insured migrant worker affects his insurability under this Group Master Policy, the true insurance age and facts shall be used in determining whether or not insurance is in force under the terms of this Group Master Policy. If an insured migrant worker is not eligible for insurance coverage based on his correct age or other relevant facts, the liability of the Insurance Provider is limited to the refund of all premiums paid.

CONTRACT. This Group Master Policy, the attached Policy Data Page and a copy of the Group Master Application of the Payor/Policyholder, together with the applications and the Certificates of Insurance of each insured migrant worker shall constitute the entire contract, and shall hereinafter be referred to as the "Group Master Policy".

This Group Master Policy may at any time be amended and changed by written agreement between the Insurance Provider and the Payor/Policyholder and subject to the approval of the Insurance Commission. Any amendment to this Group Master Policy shall be binding on all insured migrant workers whether insured hereunder prior to, on, or after the effective date of the amendment.

Only the Chief Executive Officer, the President, a Vice President, or an officer duly authorized by the Insurance Provider has the power in its behalf to modify this Group Master Policy, or to extend the time for making any premium payment thereon. The Insurance Provider shall not be bound by any promise or representation given by any person other than any one of the above-mentioned officials and by him only in writing.

No agent is authorized to make, alter, or discharge this Group Master Policy or to, among others, extend the time for payment of premium, waive any lapse or forfeiture, waive any of the Insurance Provider's rights or requirement, bind the Insurance Provider by making any promise or by accepting any representations or information not contained in the Application or this Group Master Policy.

AVAILABILITY OF THE GROUP MASTER POLICY. This Group Master Policy shall be kept in the main office, and in the custody of the Payor/Policyholder. It will be available to the insured migrant worker for his inspection during the regular office hours of the Payor/Policyholder.

NON-WAIVER OF POLICY PROVISIONS. Failure of the Insurance Provider to insist upon the strict compliance with any provision of this Group Master 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 to render it unenforceable, as to any other time or as to any other occurrence, whether or not the circumstances are the same.

NON-APPLICABILITY OF THE INCONTESTABLE CLAUSE. The incontestable clause under the Insurance Code shall not apply to the Life Insurance coverage under this Group Master Policy.

This Group Master Policy shall not be contested after it has been in force. 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 migrant worker.

No statement made by an insured migrant worker under this Group Master Policy relating to his insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force during such insured migrant worker's lifetime.

NON-APPLICABILITY OF THE SUICIDE CLAUSE. The suicide clause under the Insurance Code shall not apply to the Life Insurance coverage under this Group Master Policy. Death of the insured migrant worker due to suicide when it is committed after the individual insurance under this Group Master Policy has been in force shall be compensable.

PREMIUMS. The premium rate(s) shall be as stated in the Policy Data Page attached to this Group Master Policy. The amount of premium payable under this Group Master Policy shall be the aggregate of all the premiums payable for the total amount of approved insurance of all migrant workers insured at the time such premium falls due.

All premiums on this Group Master Policy are payable in advance and may be paid at our Home Office or at any of our offices or duly authorized representatives.

SURRENDER VALUES. If the individual insurance of the insured migrant worker is surrendered due to his voluntary pre-termination of his employment contract, surrender values to be paid to the Payor/Policyholder by the Insurance Provider shall be as stated in the Policy Date Page attached to this Group Master Policy.

NON-PARTICIPATION. The Group Master Policy shall not share in the surplus earnings of the Insurance Provider.

NON-APPLICABILITY OF POLICY LOAN. No loan is available under this Group Master Policy.

CIVIL CODE ARTICLE 1250 WAIVER. The provision of article 1250 of the Civil Code of the Philippines, as amended, which reads:

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

shall not apply in determining the extent of our obligation under the provisions of this Group Master Policy.

NON-ASSIGNMENT. The insured migrant worker's right or interest in any of the moneys or other assets of his insurance is a contingency and no such right or interest shall be assignable. Any assignment, transfer, pledge, encumbrance, commutation or anticipation of the same shall not be recognized by the Insurance Provider except to such an extent as may be allowed by law.

SETTLEMENT OF DISPUTE. Any question or dispute in the enforcement of this Group Master 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 Commission. 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 10022, and the Insurance Guidelines on Rule XVI of the Omnibus Rules and Regulations Implementing the Migrant Workers and Overseas Filipinos Act of 1995, as amended by Republic Act 10022.

LIMITATION OF ACTION. No legal action on this Group Master Policy may be filed after five (5) years from the time the cause of action accrues.

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 setting any controversy between an insurance company and an insured migrant worker or beneficiaries relating to insurance matters. The Philippine Overseas Employment Administration (POEA) and the Philippines Overseas Labor Office (POLO) may likewise assist the insured migrant workers in submitting their complaints to the Insurance Commission.