



COCOLIFE

COCOLIFE Bldg., 6807 Ayala Avenue, Makati City
Tel. Nos. 8129015 to 26; Fax No. 8129053
TIN: 050-000-604-739 NON VAT

COMPULSORY INSURANCE COVERAGE
FOR AGENCY-HIRED WORKERS

UNITED COCONUT PLANTERS LIFE ASSURANCE CORPORATION
(hereinafter called the Insurance Provider)

HEREBY AGREES to insure collectively the agency-hired migrant workers of

(hereinafter called the Payor/Policyholder)

For loss of life and total and permanent disability, and issues this Master Policy
(hereinafter referred to as this Policy) to the Payor/Policyholder

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 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 upon the receipt and approval of due proof that the insured migrant worker has suffered any disability or loss for which such benefits are payable.

This Policy is issued in consideration of the payment of the premium, individual application for life insurance duly signed by the insured migrant worker and delivery of Certificate of Insurance to him while in good health, the application of the Payor/Policyholder, copies of which are attached hereto and made a part hereof.

A copy of the Master Policy shall be lodged at the Philippine Overseas and Employment Administration (POEA) as a prerequisite for the issuance of an Overseas Employment Certificate, pursuant to Section 5 of Rule XVI of the said Omnibus Rules and Regulations of RA 10022. The provisions on the subsequent pages shall form part of this Policy as fully as if recited at length over the signatures hereto affixed.

In witness whereof, the **UNITED COCONUT PLANTERS LIFE ASSURANCE CORPORATION** has caused this Policy to be signed by its President and by the President of the Payor/Policyholder at Makati City, Philippines as of the Effective Date of this Policy.

President

Countersigned by:

Conforme:

Name and Signature of the President,
Recruitment/Manning Agency

Documentary stamps are affixed and properly cancelled on the
Insurance Provider's Monthly Master List of New Business issued.

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 migrant workers in submitting their complaints to the Insurance Commission.

DEFINITIONS

LAND-BASED MIGRANT WORKER. Refers to a Filipino citizen who is to be engaged, is engaged or has been engaged in a remunerated activity, other than those on board a vessel navigating the foreign seas, in a state of which he or she is not a legal citizen nor an immigrant and whose deployment is/was allowed by the State as provided for in Rule III: Deployment of Migrant Workers of the Omnibus Rules and Regulations Implementing the Migrant Workers and Overseas Filipinos Act of 1995 As Amended by Republic Act No. 10022.

SEA-BASED MIGRANT WORKER. Refers to a Filipino citizen who is to be engaged, is engaged or has been engaged in a remunerated activity on board a vessel navigating the foreign seas other than a government ship used for military or non-commercial purpose or on an installation located offshore or on the high seas and whose deployment is/was allowed by the State as provided for in Rule III: Deployment of Migrant Workers of the Omnibus Rules and Regulations Implementing the Migrant Workers and Overseas Filipinos Act of 1995 As Amended by Republic Act No. 10022.

INSURED. Each eligible individual, land-based or sea-based migrant worker, accepted by the Insurance Provider for insurance coverage under this Policy.

INSURANCE AGE. The age of an insured migrant worker on his last birthday. Unless specified otherwise, any reference to an insured migrant worker's age shall refer to his insurance age.

POLICY YEAR. The one-year period beginning on the Effective Date or Policy Anniversary.

PRONOUNS. Any pronoun used in this Policy shall, when applicable, apply to either gender.

GENERAL PROVISIONS

THE CONTRACT

This Policy, the individual Certificate of Insurance, any rider or endorsement therein, any amendment thereto signed by the Payor/Policyholder and the Insurance Provider, the application attached hereto of the Payor/Policyholder, and/or the individual applications of the insured migrant workers, constitute the entire contract between the parties hereto. All statements made by the Payor/Policyholder or by an insured migrant worker shall be deemed as representations and not as warranties, and no statement made by any insured migrant worker shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to such insured migrant worker or his beneficiary.

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 this Policy, or to extend the date before which any such notice or proof must be submitted. No change in this Policy shall be valid unless approved by the Insurance Provider and evidenced by endorsement thereon or by amendment hereto signed by the Payor/Policyholder and by the Insurance Provider.

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

EFFECTIVE DATE OF THE POLICY

The effective date of this Policy shall be as stated in the Policy Data Page.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The effective date of the individual insurance of an insured migrant worker shall be the date of his departure to the state or country where he will be employed, provided the initial premium is paid.

DATA REQUIRED

The Payor/Policyholder shall furnish promptly in writing on forms satisfactory to the Insurance Provider all notices and information required for the efficient and systematic administration of this Policy, including:

1. list of new eligible individuals to be covered by this Policy together with information as to the age, the insurance classification, the effective date of insurance, country of destination, occupation and the duration of employment contract for each eligible individual, plan of insurance, and name and relationship of the beneficiary, if any; and
2. list of insured migrant workers whose insurance is terminated and their respective termination dates; and

3. notice of changes in the insurance classification of insured migrant workers.

All documents furnished to the Payor/Policyholder by an insured migrant worker in connection with insurance and such other records as may have a bearing on the insurance under this Policy, shall be open for inspection by the Insurance Provider at regular office hours.

CLERICAL ERROR/MISSTATEMENT OF AGE

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. If the age or date of birth, work classification, or other relevant facts relating to an insured migrant worker shall be found to have been misstated and if such misstatement affects the amount of premiums or has anything to do with the terms and conditions of this Policy, the true age and facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount for which an equitable adjustment of premiums shall be made by the Payor/Policyholder. However, if according to the correct age of the insured migrant worker or other facts, he is not eligible for coverage under this Policy, the liability of the Insurance Provider shall be limited to the refund of all premiums paid.

ASSIGNMENTS

No assignment of this Policy by the Payor/Policyholder shall be binding upon the Insurance Provider.

TERMINATION OF INDIVIDUAL INSURANCE

The insurance of an insured migrant worker hereunder will terminate in the event of death and the Insurance Provider will pay the relevant amount as provided in the Benefit Provisions, subject to the limitations and provisions of this Policy.

Further, the insurance of an insured migrant worker shall automatically terminate on the earliest of the following:

1. at the expiry date of his individual coverage as stated in the individual Certificate of Insurance; or
2. the date the individual insurance is surrendered for its cash value on the ground of termination of the insured migrant worker's employment contract;

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

CERTIFICATE OF INSURANCE

The Insurance Provider shall issue to the Payor/Policyholder, for delivery to each insured migrant worker, a Certificate of Insurance setting forth a summary of the essential features of the individual coverage and other privileges to which the insured migrant worker is entitled. The Certificate of Insurance and the corresponding benefits are not transferable.

NON-WAIVER OF POLICY PROVISION

Failure of the Insurance Provider 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.

WAIVER OF ARTICLE 1250 OF THE CIVIL CODE OF THE PHILIPPINES

In determining the extent of the liability under the provision of this Policy, the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) quoted below shall not apply to any payment made or to be made under this Policy.

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

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

POLICY SPECIFICATIONS

INDIVIDUALS WHO MAY BE INSURED

All land-based or sea-based migrant workers, as defined herein, recruited or deployed by the Payor/Policyholder, who are between 18 to 60 years of age shall be eligible for insurance under this Policy on the date stated in the Policy Data Page.

ENROLLMENT

Written application, on forms satisfactory to the Insurance Provider, is required for each eligible individual in respect of whom an application for insurance under this Policy is being made.

AMOUNT OF INSURANCE

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

CURRENCY

All amounts mentioned in this Policy are expressed in United States Dollar currency.

BENEFIT PROVISIONS

INSURANCE BENEFITS

The Insurance Provider shall pay the corresponding Amount of Insurance in force, as stated in the Certificate of Insurance, to the beneficiaries of the insured migrant worker upon the insured migrant worker's death or in case of disability, to the insured migrant worker or to his beneficiaries if the disability is due to or accompanied by mental incapacity, upon receipt and approval of the Insurance Provider of due proof that the insured migrant worker has suffered any of the losses specified below while his coverage is in force. Payment of benefits will be made in US Dollar except when the insured migrant worker or the beneficiaries, as the case may be, request or consent that the benefits be paid in their Philippine peso equivalent.

ACCIDENTAL DEATH BENEFIT

Upon receipt of the Insurance Provider of due proof that the insured migrant worker has sustained bodily injury effected directly and independently of all other causes through unintentional act, or through unforeseen, unexpected, external, violent and accidental means, which resulted in the death of the insured migrant worker within one hundred eighty (180) days after the date of the accident, the Insurance Provider shall pay the Amount of Insurance for the Accidental Death Benefit, as shown in the Policy Data Page, to the insured migrant worker's beneficiaries.

NATURAL DEATH BENEFIT

Upon receipt of the Insurance Provider of due proof of the insured migrant worker's death resulting from a natural cause or cause other than an accidental bodily injury, the Insurance Provider shall pay the Amount of Insurance for the Natural Death Benefit, as shown in the Policy Data Page, to the insured migrant worker's beneficiaries.

PERMANENT TOTAL DISABLEMENT BENEFIT

The Insurance Provider shall pay the Amount of Insurance for the Permanent Total Disablement Benefit, as shown in the Policy Data Page, to the insured migrant worker or to the beneficiaries if the disability is due to or accompanied by mental incapacity, upon receipt of the Insurance Provider of due proof that the insured migrant worker becomes totally and permanently disabled that resulted to 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.

EXCLUSION TO PERMANENT TOTAL DISABLEMENT BENEFIT

No Permanent Total Disablement Benefit payment shall be made if such loss occurred while the insured migrant worker is serving in the armed forces in any country or international authority, whether in peace or war.

NON-APPLICABILITY OF THE INCONTESTABLE AND SUICIDE CLAUSES

The incontestable and suicide clauses under the insurance Code shall not apply to the life insurance coverage under this Policy. The Policy and the individual insurance are incontestable from their respective dates of issue and suicide is compensable under the Natural Death Benefit proviso regardless whether the insured is sane or insane.

CASH VALUE

If the insured migrant worker's employment contract is pre-terminated, the Payor/Policyholder may, by written request, surrender the individual insurance for its Cash Value in the attached Table of Cash Values, if available. If the individual insurance of the insured migrant worker is surrendered due to pre-termination of his employment contract within six (6) months from effective date of his insurance for coverage term of at least one year, the unearned portion of fifty percent (50%) of the gross premium is payable.

POLICY LOAN

No loan is available under this Policy

NON-PARTICIPATION

This Policy will not share in our surplus earning.

PREMIUM PROVISIONS

PREMIUMS

Premiums may be paid by the Payor/Policyholder to the Insurance Provider on each premium due date at its Home Office or to a duly-authorized agent of the Insurance Provider or through the other offices as the Insurance Provider may hereafter designate, in exchange for a receipt duly-signed by the Insurance Provider's authorized representative.

The premium shall be as stated in the Policy Data Page. Different premiums may be charged to the land-based and to the sea-based migrant worker, and depend on the term of coverage but no distinction as to occupation, sex or place of work shall be reflected in premium rate. The Insurance Provider reserves the right to establish new premium rates if warranted by claims experience of the group on any Policy Anniversary or whenever the Policy is amended, subject to the approval of the Insurance Commission. Notice of any change in the premium rates shall be given to the Payor/Policyholder before the date specified by the Insurance Provider for the rates to become effective.

The applicable premium shall be paid in full by the recruitment/manning agency-Payor/Policyholder responsible for the deployment of the migrant worker on a cash and carry basis at no cost to the migrant worker.

CLAIM PROVISIONS

BENEFICIARY

An insured migrant worker 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 Payor/Policyholder a properly completed written request on a form satisfactory to the Insurance Provider. Such change shall take effect only when recorded in writing by the Insurance Provider at its Home Office but without prejudice to the Insurance Provider on any payment made before receipt of such notice.

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

The insured migrant worker's:

- a. surviving widow or widower
- b. surviving children born to or legally adopted by the insured migrant worker
- 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 Insurance Provider that the person or persons so named therein

are the sole survivors of such class. Payment of the Insurance Provider based on such affidavit shall be in full acquittance hereunder.

If there are two or more beneficiaries, they shall share equally on the proceeds unless otherwise specified by the insured migrant worker. All other indemnities under this Policy shall be payable to the insured migrant worker.

NOTICE OF CLAIM

Written notice of claim together with the passport of the insured migrant worker and other pertinent supporting documents must be given to the Insurance Provider within thirty (30) days after the occurrence or commencement of any loss covered by this Policy or as soon thereafter as is reasonably possible. Failure to furnish such documents within the time required shall not invalidate nor reduce any claim if it can be shown that it was not reasonably possible to give proof within such time. 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 the complete claim documents.

DOCUMENTARY REQUIREMENTS FOR CLAIM

Any claim arising from death or disability covered under this Policy 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 or by the local registry if death occurred in the Philippines, shall be sufficient evidence to substantiate the claim:

1. Death Certificate – in case of death
2. Police or Accident Report – in case of accident; and
3. Medical Certificate – in case of permanent disablement.

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

1. Birth Certificate of insured migrant worker, 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.

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 10022, and the Insurance Guidelines on Rule XVI of the Omnibus Rules and Regulations Implementing Republic Act 8042.

LIMITATION OF ACTION

No legal action on this Policy may be filed after five (5) years from the time the cause of action accrued.