

## PRU LIFE INSURANCE CORPPORATION OF U.K.

9/F Uptown Place Tower 1, 1 East 11<sup>th</sup> Drive, 1634 Taguig City, Metro Manila, Philippines

ISSUES this GROUP PERSONAL ACCIDENT POLICY

to

(the POLICYHOLDER)
With address at

\_\_\_\_\_

POLICY NO. :

POLICY EFFECTIVITY DATE :

PREMIUM DUE DATES :

BENEFITS : Accidental Death and Disablement/Dismemberment

: Burial Benefit

**PARTICIPATION** 

REQUIREMENT : 100%

**ELIGIBILITY CONDITIONS**: Pulse member

**FUNDING TYPE** : Non-Contributory

The Policyholder named above has contracted with PRU LIFE INSURANCE CORPORATION OF U.K. (referred to in subsequent pages as the "Company") for an insurance on the terms and conditions set forth in this Policy and on the basis of the application of the Policyholder and each individual insured and any supplementary contract for the insurance.

The Company shall pay the Insured or his/her beneficiaries, as applicable, the benefits provided under this Policy upon the occurrence of the event upon which such benefits become payable while the Policy is in force, subject to conditions stated herein, and provided premiums are paid when due and payable.

This contract includes this page and all the subsequent pages of this Policy and is hereby executed at the Head Office of the Company on the Policy Effectivity Date.

Documentary stamps valued at Php 200.00 have been affixed.

Michael R. Mabalay Chief Transformation Officer Examined by:

**NON-PARTICIPATING** 

These are the amounts payable when the Insured suffers either death or the loss use/dismemberment of certain parts of the body.

# **BENEFITS**

# PART I. ACCIDENTAL DEATH AND DISABLEMENT / DISMEMBERMENT

In the event the Insured sustains bodily injury due to an Accident which results in any of the following losses within 180 days from occurrence of the Accident, and upon receipt and approval by the Company of a written notice of claim and due proof, the Company shall pay a percentage of the Policy's Sum Insured, as stated in the certificate of coverage, in accordance with the following table:

LOSS OF LIFE of the Insured	100% of Sum Insured
Total, Permanent and Irrecoverable Loss of: BOTH HANDS	100% of Sum Insured
BOTH FEET	100% of Sum Insured
ONE HAND AND ONE FOOT	100% of Sum Insured
ONE HAND	50% of Sum Insured
ARM BETWEEN ELBOW AND WRIST	60% of Sum Insured
ARM AT OR ABOVE BELOW	70% of Sum Insured
ONE FOOT	50% of Sum Insured
LEG BELOW KNEE	60% of Sum Insured
LEG AT OR ABOVE KNEE	70% of Sum Insured
SIGHT OF BOTH EYES	100% of Sum Insured
SIGHT OF ONE EYE	50% of Sum Insured
LOSS OF SPEECH	100% of Sum Insured
HEARING IN BOTH EARS	100% of Sum Insured
HEARING IN ONE EAR	50% of Sum Insured
ТНИМВ	15% of Sum Insured
INDEX FINGER	10% of Sum Insured
MIDDLE FINGER	6% of Sum Insured
RING FINGER	5% of Sum Insured
LITTLE FINGER	4% of Sum Insured
FIRST OR SECOND METACARPAL	3% of Sum Insured
THIRD, FOURTH, OR FIFTH METACARPAL	2% of Sum Insured
LOSS OF TOES ALL OF ONE FOOT	25% of Sum Insured
LOSS OF GREAT TOE	5% of Sum Insured
LOSS OF OTHER THAN GREAT TOE, EACH TOE	1% of Sum Insured
FRACTURED LEG OR PATELLA WITH ESTABLISHED NON-UNION	10% of Sum Insured
SHORTENING OF LEG BY AT LEAST 5 CM.	7.5% of Sum Insured
· · · · · · · · · · · · · · · · · · ·	

The accidental dismemberment or loss of use of the first joint of any finger or any toe shall be considered as equal to the accidental dismemberment or loss of use of one half of the finger or toe and the benefit shall be one-half of the benefit above the specified for the dismemberment or loss of use of the finger or toe.

Where, however, there is accidental dismemberment or loss of use of two or more parts of the hand, the percentage of Sum Insured payable shall not be more than the percentage payable for the accidental dismemberment or loss of use of the whole hand.

Where the percentage of Sum Insured payable for accidental dismemberment or loss of use is not specified in the above table, the Company will adopt a percentage of Sum Insured which is not inconsistent with the percentage of the table.

## What does the company give, when the Insured survives the accident, but becomes disabled?

# PART II. ACCIDENTAL TOTAL AND PERMANENT DISABILITY BENEFIT (OPTIONAL)

When, as a result of an injury and commencing within 180 days after the date of the Accident, the Insured is totally and permanently disabled and such disability has continued for a period of six (6) consecutive months and is total, continuous and permanent at the end of this period, the Company shall pay to the Insured an amount limited to the benefit purchased as shown in the certificate of coverage.

Disability shall be deemed to be total and permanent when the Insured is prevented from engaging in any occupation or from performing any work for compensation or profit, and when such disability is present and has existed continuously for not less than six (6) consecutive months.

# When the Insured incurs medical expenses due to his injuries, this benefit is payable.

## PART III. ACCIDENTAL MEDICAL EXPENSE REIMBURSEMENT (OPTIONAL)

If the Insured shall incur inpatient and outpatient medical expenses for accidental injuries, the Company will indemnify the Insured the medical expenses incurred up to the amount of the benefit specified in the certificate of coverage in respect of each Accident.

Inpatient and outpatient medical expenses shall include expenditures incurred within 30 days from the date of occurrence of the Accident in respect of medical or surgical treatment by a physician or in connection with confinement in a registered or government hospital, including medication, first aid treatment, application of dressing, examination by X-ray, use of an operating room and/or an ambulance for the administration of medicine or anesthetic as prescribed by a qualified medical practitioner.

When the injury results in the hospitalization / confinement of the Insured, the Hospital Income benefit pays for each day of the confinement.

## PART IV. HOSPITAL INCOME BENEFIT (OPTIONAL)

In the event that the Insured shall sustain bodily injury due to an Accident resulting in the Insured requiring medical treatment by a physician and requiring confinement in a registered or government hospital, a hospital income benefit equivalent to the daily benefit purchased as shown in the certificate of coverage shall be payable for each day that the Insured is confined but not to exceed 30 days per Accident.

Confinement is deemed to have taken place when the Insured is detained at the hospital for 12 hours or more. Confinement days shall mean the number of days for which room and board charges have been imposed by the hospital in connection with confinement. The term "hospital" is defined as a licensed, lawfully operated institution which is engaged primarily in providing medical care and treatment to sick and injured persons on an inpatient basis and which provides 24-hour nursing service and facilities for diagnosis and major surgery. It does not include any of the following: private clinic, maternity home, rest home, long-term nursing care facility, home for the aged, any facility which primarily provides remedial, rehabilitative or convalescent care, and any facility primarily for the confinement or treatment of drug abuse, addiction or alcoholism.

This benefit pays for the death or injury due to extreme sports, as applicable.

# PART V. DANGEROUS SPORTS COVERAGE (WHERE APPLICABLE)

If the Insured incurs bodily injuries or dies due to an Accident while participating as an amateur in dangerous sports (such as bungee jumping, martial arts, skateboarding, rollerblading, hang-gliding, windsurfing, mountaineering, rock climbing, bicycle racing etc.) the Company shall pay the amount of benefit as specified in the certificate of coverage.

When the Insured child/student dies in an accident while participating in a school sponsored field trip or excursion, this benefit is payable.

PART VI. FIELD TRIP COVERAGE (WHERE APPLICABLE)

If the Insured dies due to an Accident during a school-sponsored field trip, the Company will pay the benefit specified in the certificate of coverage.

A school-sponsored field trip is one organized by the school as part of the school curricula, whether it is financed by the school or by the students/parents.

This benefit is paid when the Insured dies while travelling as a passenger.

PART VII. DOUBLE INDEMNITY BENEFIT (WHERE APPLICABLE)

This benefit shall be paid if the Insured dies due to an Accident while travelling as a ticketed or officially listed passenger in a commercial bus, automobile, train, monorail, boat or airplane over an established land, sea or air route.

This is a cash benefit paid in the event of natural death.

PART VIII. BURIAL BENEFIT

In case the Insured dies due to natural means (illness, stroke, coronary, etc.) and not due to an accident as defined in this Policy, an amount limited to the benefit shown in the certificate of coverage shall be paid.

What are the benefits payable under murder and attempted murder?

PART IX. MURDER AND ASSAULT BENEFIT (OPTIONAL)

In case of the murder of the Insured or any attempt thereof, the Company's liability for any loss under any benefit stated in the Table of Coverage shall be 50% of the benefit but not to exceed Php1,000,000.

What is the maximum amount of benefit that can be paid under death, injury, and disability?

## **COVERAGE LIMITATIONS**

In any Policy Year, the aggregate benefits payable under Parts I and II (Accidental Death and Disablement/Dismemberment, and Accidental Total and Permanent Disability) of this Policy in respect of any

one Accident resulting in any and all losses within 180 days from date of Accident shall not exceed the Sum Insured.

In any Policy Year, the aggregate benefits payable under Parts I and II (Accidental Death and Disablement/Dismemberment, and Accidental Total and Permanent Disability) of this Policy in respect of one or more Accidents resulting in such losses within 180 days from date of occurrence of each Accident shall not exceed the Sum Insured. However, notwithstanding the payment of the Sum Insured for the losses, the Company will still pay the Sum Insured if the Insured dies due to an unrelated Accident while this Policy is in force.

#### **DEFINITIONS**

"Accident" means any unintentional act or unforeseen, unusual or unexpected event which directly causes an injury.

"Member" as used in this Policy means any person who is eligible, enrolled and insured for the insurance benefit provided for members under this Policy.

"Employee" as used in this Policy means any persons who are full time regular employees working no less than an average of N/A per week, eligible, enrolled and insured for the insurance benefits provided for members under this Policy.

"Insured" shall be deemed to include the term "Member".

"Insurance Age" means that age of an Insured Member on his last birthday.

"Policy Year" means a period of 12 months from the Policy Effectivity Date of this benefit or an anniversary thereof, as shown in the certificate of coverage.

"Application" means the Application Form and the schedule set forth thereon which is attached hereto and which forms a part of this Policy as fully as though it appeared over the signatures hereto affixed.

"Injury" means bodily injury which"

- (a) is sustained while this Policy is in force; and
- (b) is caused solely by Accident and independent of any other cause; and
- (c) produces a visible contusion or wound on the exterior of the body except in the case of drowning or of internal injury.

"Homicide" shall refer to its technical meaning provided in Article 249 of the Revised Penal Code or any amendment thereof.

"Murder" shall refer to its technical meaning provided in Article 248 of the Revised Penal Code or any amendment thereof.

"Assault" means the use of force against another resulting to harmful contact.

"Sum Insured" means the amount in the currency stipulated, corresponding to the Insured stated in the certificate of group insurance or any relevant endorsement.

"Dismemberment" means complete and permanent severance of any of the following as specified below:

- Hand-at the wrist
- Arm between elbow and wrist above the wrist joint and below the elbow joint
- Arm at or above elbow at or above the elbow joint
- Foot- at the ankle joint
- Leg below knee- above the ankle joint and below the knee joint
- Leg at or above knee at or above the knee joint
- Fingers through or above the metacarpo-phalangeal joints
- Toes-through or above the metatarso-phalangeal joints

"Loss of Use" means the complete and permanent inability of the Insured to move or perform an action for which his/her limbs, fingers, toes or metacarpals are normally fitted or used, or for which they normally exist. It includes paralysis which means complete and permanents inability to move as a result of neurobiological damage.

"Loss of Sight" means permanent, irrevocable and irreversible loss of visual acuity of more than 80% as certified by an ophthalmologist's report.

"Loss of Hearing" means permanent, irrevocable and irreversible total loss of hearing for all sounds as confirmed by a certified Ear, nose and Throat (ENT) specialist through audiometric and sound-threshold tests.

"Loss of Speech" means the inability to speak comprehensible words or understandable verbal language due to permanent, irrevocable and irreversible:

- (A) total loss or damage of vocal cord or its adjacent organs as confirmed by a certified Ear, Nose and Throat (ENT) specialist; or
- (B) damage of speech center in the brain resulting in Aphasia as confirmed by a certified neurologist and must be established for a continuous period of six (6) months from date of Accident.

All psychiatric related causes are excluded.

"Physician" means a person legally licensed to practice medicine and/or surgery other than the Insured or a member of the Insured's immediate family.

## Benefits are not payable under these conditions

## **EXCLUSIONS**

The Company will not pay any benefit under this Policy for injury caused directly or indirectly, wholly or partly:

- By intentional self-inflicted injury, or suicide or any attempt thereat, subject to Part IX (Suicide) of the Policy;
- By war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, strike, civil war, rebellion, revolution, insurrections, conspiracy, military or usurped power, martial law or state of siege, or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege, seizure, quarantine, or nationalization by or under the order of any government or public or local authority;
- By any weapon or instrument employing atomic fission, thermonuclear fusion or any form of radiation, whether in time of peace or war;
- By congenital anomalies and conditions arising therefrom;
- By pregnancy and resulting childbirth, miscarriage or abortion;
- By cosmetic or plastic surgery, except if necessary solely as a result of injury;
- While the Insured is in active service in the armed forces of any country or any international authority. In such an event, upon written notification by the Insured, the Company shall return the pro-rata premium for any such period of service;
- While in any attempted commission of, or willful participation by the Insured in any crime punishable under any prevailing law or ordinance of the Philippines or of any country in which the crime was attempted;
- While resisting lawful arrest;
- While entering, leaving, operating, servicing, or being in, on, or about any aerial or submarine device or conveyance, except as specifically provided herein;
- By medical and surgical treatment except as may be necessary solely as result of injury;
- By dental care or surgery except to natural teeth if necessitated solely by injury;
- By alcoholism or drug addiction'

- While under the influence of alcohol or unprescribed drugs;
- By disease, bacterial information or out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC);
- By hernia, ptomaine, or other bacterial infections which are not pyogenic infections, occurring at the same time with or because of any accidental cut or wound;
- By circumcision, sterilization, artificial insemination, sex transformation, diagnosis and treatment of infertility;
- By mental or nervous disorders or psychiatric related causes;
- By poison, gas or fumes voluntarily or involuntary taken;
- Unless covered by Dangerous Sports Coverage, by automobile and motorcycle racing, judo, karate, and similar martial arts, scuba diving, hang-gliding, sky diving, bungee jumping and any other dangerous sport;
- by homicide or any attempt thereof, or physical injuries, occasioned by the provocation of the Insured;
- While the Life Insured is driving or riding a motorcycle as a passenger, except when such is part of his employment or profession, as declared in the Application Form.

## **PROVISIONS FOR MEMBERS**

#### 1. ELIGIBILITY

All registered PULSE members not otherwise excluded below.

## 2. MINIMUM PARTICIPATION REQUIREMENT

The minimum number required to participate under this Policy shall be in accordance with the following percentage in relation to all eligible individuals:

# (✓) NON-CONTRIBUTORY FUNDING

The Policyholder will pay the entire premium; requires participation of 100% of all eligible members but in no case less than individuals.

# () CONTRIBUTORY FUNDING

The Policyholder and the Insured will jointly pay the premium; requires participation of \_\_\_\_\_\_\_% of eligible members but in no case less than individuals.

#### 3. CLASSIFICATION

No person shall be eligible for coverage in more than one classification.

## 4. ENROLLMENT

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

# 5. EFFECTIVITY DATE OF A MEMBER'S INSURANCE

Subject to Effective Date Proviso below, the Insurance for an enrolled person shall become effective on the latest of:

- (a) the Policy Effectivity Date;
- (b) the date he/she becomes eligible;
- (c) the date of enrollment

- (d) the date of approval by the Company at its office of evidence of his/her insurability, if required by the Company;
- (e) in the case of a benefit added to this Policy at a date later than the Policy Effectivity Date, the Effectivity Date of the said benefit.

#### 6. EFFECTIVITY DATE PROVISON

The insurance of any eligible employee shall take effect on said effectivity date provided he/she is actively at work on such date.

If an enrolled person is on account of injury or disease not actively working in full time employment on the date his/her insurance would otherwise have become effective as provided above, the insurance shall not become effective until the first day of the month coincident with or immediately following the date he/she returns to active full-time work. Subject further to the provisions of Evidence of Insurability, the insurance of any eligible person shall take effect on the date of such evidence of insurability is approved by the Company. Notwithstanding the foregoing provisions, no insurance shall take effect unless and until the corresponding premiums have been paid to the Company.

#### 7. CONTRIBUTIONS FROM MEMBERS

The Member under this Policy shall contribute 0% of the cost of insurance while 100% by the Policyholder.

## 8. ADDITION OF NEW MEMBER

Any person becoming eligible after the effective date of this Policy may be added from time to time as a Member upon application by such Member, proof of eligibility and insurability satisfactory to the Company, and payment of the required additional premium. Insurance coverage for the new Member shall commence on the date such application has been approved by the Company subject to any limitations set forth in this Policy.

## 9. INSURANCE CLASSIFICATION

If more than one classification is designated in this Policy, the Member shall be insured for the benefits applicable to his/her classification on the effectivity date of his insurance. Thereafter, any increase in the amount of the Member's insurance due to a change in his classification will take effect automatically on the date his class changes, provided he is then actively at work on a full-time basis, or if the Member is not actively at work on that date, the increase will take effect on the date he actually returns to full-time work. Any decrease in the amount of the member's insurance due to change in his application will take effect automatically on the date his class changes irrespective of whether or not he is then actively at work.

The Policyholder shall notify the Company of all such changes in classification within one month after the date his/her classification was changed and the Policyholder shall pay the required premiums for the revised insurance resulting from any change in classification. If individual contributions are required under the Policy, the Policyholder shall make the necessary adjustment in such contributions with respect to all Members affected by a change in classification.

# 10. EVIDENCE OF INSURABILITY

The following shall be required to submit evidence of insurability satisfactory to the Company:

- (a) Any person whose insurance age on his/her eligibility is over 65 years old.
- (b) Any person whose application for insurance is submitted to and received by the company after thirty-one (31) days from his/her eligibility date.
- (c) Any person whose initial and/or additional amount of insurance is in excess of Php 100,000.

The insurance of an individual required to submit evidence of insurability shall take effect on the date such evidence is approved by the Company subject, however, to the conditions stated herein.

#### When does the coverage end?

## 11. TERMINATION OF INSURANCE

The insurance of a Member shall automatically terminate on the earliest of the following dates:

- (a) the date this Policy terminates
- (b) the date the Insured ceases to be eligible for coverage under the Policy
- (c) the date he/she enters into any military service either ground, naval, or air service or any non-combatant unit auxiliary to said military service of any country at war whether or not such was declared;
- (d) the date he/she reaches normal retirement age or the date he attains his/her 65th birthday, whichever comes first.
- (e) upon receipt by the Company, through the Policyholder, of the Member's written request for termination.

Termination of insurance for any cause shall be without prejudice to any claim arising prior to the effective date of termination.

#### 12. INSURANCE BENEFITS

The insurance benefit for each Member shall be in accordance with the classification, the maximum amount payable, and the limits applicable as set forth in the Certificate of Insurance.

#### **GENERAL PROVISIONS**

What happens when the Insured does not pay the policy on the due date?

#### 1. GRACE PERIOD

A grace period of thirty-one (31) days, without interest charge, shall be allowed for the payment of every premium after the first. During the grace period, this Policy shall remain in force, except that if the Policyholder shall give the Company written notice in advance of an earlier date of termination, this Policy shall terminate on such earlier date. The Policyholder shall be liable to the Company for the payment of the pro rata premium for the period that this Policy was in force during the grace period.

# Up to what extent can the Company contest the contract?

## 2. INCONTESTABILITY

Except for non-payment of premiums or any other grounds recognized by law and jurisprudence, the Company cannot contest the validity of this Policy after it has been in force for two (2) years from the Policy Effectivity Date or date of approval of last reinstatement, whichever date is later. Except for non-payment of premiums or any other grounds recognized by law and jurisprudence, the Company cannot contest the validity of insurance on any Member after it has been in force for two (2) years from the effective date, as shown in the Certificate of Insurance, or date of approval of last reinstatement, whichever date is later.

#### 3. DATA REQUIRED

The Policyholder shall furnish promptly in writing on forms satisfactory to the Company all notices and information required for the efficient administration of the Insurance under the Policy, including (1) notice of all persons becoming Insured together with information as to each necessary or determine the age, amount of insurance, effective date of insurance and name and relationship of the beneficiary, if any; (2) the name and termination date of each person insured whose insurance terminates, except in the case of the termination of the Policy or termination of insurance with respect to a Sub-Group, if any; and (3) notice of changes in the insurance classification of persons Insured. All documents furnished to the Policyholder by a member in

connection with the insurance, together with Policyholder's payroll and such other records as may have bearing on the insurance under the Policy, shall be open for inspection by the Company at all reasonable times.

## What constitutes the Policy?

#### 4. ENTIRE CONTRACT

The Company issues this Policy in consideration of the Application of the Policyholder and the receipt of its initial premium. This Policy, Application of the Policyholder, a copy of which is attached, the individual applications if any, of the Members and all endorsements, if any, constitute the entire contract.

Only the President, Executive Vice President, or its officers duly authorized in writing by the Board of Directors have the authority to modify this contract. Any such modification must be in writing and duly signed by the authorized officer.

#### 5. AVAILABILITY OF GROUP MASTER POLICY

The Group Master Policy is in the possession of the Policyholder and may be inspected at any time during business/office hours at the Office of the Policyholder.

## 6. INDIVIDUAL CERTIFICATE

The Company will issue to the Policyholder, for delivery for each Member, a Certificate of Insurance setting forth a summary of the essential features of the insurance coverage and other privileges to which such Member is entitled and stating to whom the benefits are payable. Such certificate and the corresponding benefits will not constitute a contract between the Member and the Company.

# When is the Policy effected?

#### 7. EFFECTIVITY OF POLICY AND POLICY DATE

This Policy becomes effective only upon the payment of its initial premium and its delivery to the Policyholder. The Policy Effectivity Date will be used to determine premium due dates, Policy Years and Policy Anniversaries.

# What happens when the renewal premium is paid?

## 8. RENEWAL CONDITIONS

This Policy may be renewed for further consecutive periods by the payment of premium on the effectivity date of the renewal at the Company's premium rate in force at the time of renewal, subject to the Company's right to decline renewal of this Policy on any anniversary date of the Policy upon giving forty-five (45) days prior written notice mailed or delivered to the Policyholder at the address shown in the Application of the Company's intention not to renew the Policy or to condition its renewal upon reduction of limits, increase in premium, or elimination of coverage. The Company's acceptance of premiums shall constitute its consent to the renewal of the Policy. Unless renewed as herein provided, the Policy shall terminate, at the expiration of the grace period for any premium not paid when due.

#### When an accident occurs, when should the Company be notified?

# 9. NOTICE AND PROOF OF CLAIM

The Company must be given written notice of claim, within (30) days after the date of injury, and immediately in case of death.

Satisfactory proof of loss must be filed at any of the Company offices within (90) days after the date of loss.

Failure to furnish such notice and proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give such notice and proof within such time.

When considering a claim under this Policy, the Company shall have the right to examine the person suffering from the loss when as may be reasonably required while claim is in the process and during the entire period that the Company is liable for the benefit under this Policy. In case of death, the Company shall have the right to require due proof that the death occurred according to the terms under this Policy and to examine the body of the insured and make an autopsy unless forbidden by law.

## What happens when the age declared is incorrect?

#### 10. MISSTATEMENT OF AGE

If the age of the insured has been misstated, the Sum Insured will be adjusted to the amount which the premium would have purchased at the correct age, applicable risk class and applicable premium rates as of the Policy Effectivity Date.

If at the correct age, the Insured is not eligible for any coverage under this Policy, the Company will refund the corresponding premiums actually received by the Company.

## Until what age is an applicant acceptable?

#### 11. AGE LIMITATION

If at the Effectivity Date of the individual coverage, the age of the Insured at nearest birthday is more than sixty-five (65) years, the individual coverage shall be void and the Company shall be liable only for the return of the premiums actually paid.

#### 12. POLICY STATEMENT

Settlement options other than lump sum are available upon written application to the Company.

## 13. BENEFICIARY

Benefits, if any, are payable to the Insured, if alive, otherwise to the Beneficiary named in the Application provided such beneficiary is not legally disqualified and survives the Insured; otherwise, to the person or persons then surviving in the following order of preference:

- a) Legal Spouse and Children
- b) Parents
- c) Brothers and Sisters
- d) His/Her Estates

Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

# When can you change your beneficiaries?

#### 14. CONSENT OF BENEFICIARY

Unless irrevocably designated, the consent of the Beneficiary, if any, shall not be required for the surrender or assignment of this Policy or to change beneficiaries or to effect any other changes in this Policy.

No change in this Policy shall bind the Company unless written request in a form satisfactory to the Company is filed, recorded and approved by the Company at any of the Company offices.

# How and when can you pay premiums?

#### 15. PAYMENT OF PREMIUMS

All premiums are payable at the Head Office or other duly designated offices or to duly authorized agents.

The mode of premium payments is as stated in the Application for this Policy unless changed subject to the rules in effect at the time of such change.

The Company shall issue a receipt for each premium payment made. Premium adjustments shall be made as mutually agreed upon by the Policyholder and the Company. Premium adjustment involving return of unearned premiums to the Policyholder shall be limited to the period of 12 months immediately preceding the date of receipt by the Company of evidence that such adjustments should be made.

#### 16. LIMITATION OF ACTION

No legal action on this Policy may be filed five (5) years from the time the cause of action accrues. The venue of legal action on this Policy must not be limited to its place of issue.

## Can this Policy be assigned?

## 17. ASSIGNMENT

No assignment of interest under this Policy shall be binding upon the Company unless and until duly received and recorded by the Company. The Company does not assume any responsibility for the effect, sufficiency, authenticity, or validity of an assignment.

# 18. CURRENCY

All amount of money in this Policy are in the legal currency of the Philippines.

The provision of Article 1250 of the Civil Code of the Philippines (RA no 386) which reads:

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

is understood and agreed not to apply in determining the extent of any liability of the Company in this Policy.

## The Company may cancel this Policy due to certain conditions.

# 19. CANCELLATION CLAUSE

The Policy shall not be cancelled by or on behalf of the Company except upon written notice to the Insured. Such cancellation is valid only for the following reasons:

- a) conviction of a crime arising out of acts increasing the hazard Insured against; discovery of fraud or material misrepresentation;
- b) discovery of fraud or material misrepresentation; and

- c) determination by the Insurance Commissioner that the continuation of the Policy would violate or would place the Company in violation of the insurance code; and
- d) non-payment of premium after the grace period has expired.

In the event of such cancellation, we shall refund the paid premiums less the earned portion thereof to the Insured. Likewise, this Policy may be canceled on the short rate basis set forth in the short rate cancellation table below at the request of the Insured.

# What happens when you cancel this Policy?

## 20. SHORT PERIOD RATE SCALE

If the Policyholder cancels this Policy, notice of which must also be in writing, the earned premiums to be retained by the Company shall be computed as the total basic annual premium multiplied by the applicable percentage indicated below:

2 months (minimum)	65%
3 months	70%
4 months	75%
5 months	80%
6 months	85%
Over 6 months	100%

#### What happens when the Insured changes jobs?

#### 21. CHANGE OF OCCUPATION

If an Insured sustains a loss after having changed occupation to one classified by the Company as more hazardous than that stated in the Application while doing, for compensation, anything pertaining to an occupation so classified, the Company will pay only such portion of the benefits provided in this Policy as the premium paid would have purchased at the rates and within the limits fixed by the Company for such more hazardous occupation.

If an Insured changes occupation to one classified by the Company as less hazardous than that stated in the Application, the Company, upon receipt of proof of such change of occupation, will reduce the premium rate accordingly, and will return the excess pro rate premium from the date of change of occupation or from the date of issue or last renewal of the Policy prior to the receipt of such proof, whichever is more recent.

In the applying this provision, the classification of occupation and the premium rates shall be such as existing at the date of issue or last renewal of the Policy prior to the occurrence of the loss for which the Company is liable, or prior to the date of proof of change in occupation.

## When does the coverage end?

#### 22. TERMINATION OF POLICY

This Policy shall automatically terminate on the earlier of the following dates:

- (a) The date the premium falls due if written notice that the Policy will not be renewed is given to the Company by the Policyholder on or before said due date;
- (b) The receipt by the Company of the Policyholder's written notice to terminate this Policy, if such notice is given during the grace period;
- (c) The date next following the end of the grace period if the premium is not paid;

(d) The date of the receipt by the Policyholder of the Company's written notice of termination when the number of individuals insured falls below the minimum participation requirements.

Termination of this Policy shall be without prejudice to any claim arising prior to the effective date of termination.

In case of the termination of the Group Policy, the Insurer shall send a notice of termination or cancellation that shall contain an advice to the Policyholder to inform the Insured Member with active coverage of the termination of the Group Policy.

## Can this Policy be reinstated?

## 23. REINSTATEMENT

If premiums on this Policy are payable more frequency than annually and this Policy terminates by reason of non-payment of any such premium, any subsequent acceptance of premium in the currency stipulated in this Policy shall constitute its reinstatement but shall only cover the loss resulting from injury sustained commencing after the date of such reinstatement.

## When does the Company pay the claim?

#### 24. SETTLEMENT OF CLAIM CLAUSE

The amount of any loss for which we may be liable under this Policy shall be paid within thirty (30) days after the proof of loss is received by the Company and ascertainment of the loss is made either by agreement between the Insured and the Company or by arbitration; but if such ascertainment is not had or made within sixty (60) days after such receipt by the Company of proof of loss, then the loss shall be paid within ninety (90) days after such receipt.

#### Does the Policy earn cash value?

## 25. NO CASH VALUE & NON-PARTICIPATION

This Policy does not earn any cash value nor share in the Company's surplus earnings.

Special case and condition.

# 26. DISAPPEARANCE

If the Insured disappears and is not found within one (1) year after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance either on the ground or at the sea in which the Insured was travelling at the time of disappearance and under such circumstances as would otherwise be covered hereunder, it will be presumed that the Insured died due to an Accident covered by this Policy at the time. If after settlement of claims, the Insured shall be found to be alive, all amounts so paid shall be refunded to the Company.

#### 27. SUICIDE

In case of suicide by the insured while this Policy is in force, then the suicide shall not be compensable. However, suicide committed in a state of insanity shall be compensable regardless of date of commission. Should there be change in legislation regarding the matter at hand, the pertinent provisions of the Insurance Code, as amended, will apply.

In case of suicide by the insured from the effective date of any increase in Sum Assured, the increase in Sum Assured shall not be payable unless such suicide was committed in a state of insanity. Should there be change

in legislation regarding the matter at hand, the pertinent provisions of the Insurance Code, as amended, will apply.

Where the suicide is not compensable, the liability of the Company is limited to the refund of the premiums actually received by the Company for the account of the insured, less any indebtedness on the account of the insured under this policy.

## **IMPORTANT NOTICE**

1. Careful reading of this Policy should be done. Should there be any necessary corrections, this Policy must be returned immediately to the Head Office of the Company at the following Address.

## PRULIFE INSURANCE CORPPORATION OF U.K.

9/F Uptown Place Tower 1, 1 East 11<sup>th</sup> Drive, 1634 Taguig City, Metro Manila, Philippines

Office trunk line: (632) 683 9000 / (632) 884 8484
Customer helpdesk: (632) 887 LIFE within Metro Manila,
1 800 10 PRULINK domestic toll-free
Email: contact.us@prulifeuk.com.ph
Website: www.prulifeuk.com.ph

2. The Insurance Commission, with offices in Manila, Cebu and Davao is the government office in charge of the enforcement of all laws relating to insurance and has supervision over insurance companies. It is ready at all times to render assistance in settling any controversy between an Insurance Company and a policyholder relating to insurance matters. For any inquiries or complaints, please contact the Public Assistance and Mediation Division (PAMD) at the Insurance Commission at 1071 United Nations Avenue, Manila with the telephone numbers +632-5238461 to 70 and email address publicassistance@insurance.gov.ph. The official website of the Insurance Commission is www.insurance.gov.ph