

## Compulsory Insurance Coverage for Agency- Hired Migrant Workers

In consideration of the payment of premium, application for life insurance duly signed by the Insured Migrant Worker and delivery of Certificate of Insurance to him while in good health, PIONEER LIFE INC. (hereinafter referred to as the "Insurance Provider") agrees to insure collectively the agency-hired Migrant Workers of \_\_\_\_\_ (hereinafter referred to as the "Payor/Policyholder") for loss of life and permanent total disablement, pursuant to Rule XVI of the Omnibus Rules and Regulations Implementing the Migrant Workers and Overseas Filipinos Act of 1995, as amended by Republic Act 10022.

This Group Master Policy shall be lodged at the Philippine Overseas and Employment Administration (POEA) as prerequisite for the insurance of an Overseas Employment Certificate (OEC), pursuant to Section 5 of Rule XVI of the said Omnibus Rules and Regulations of Republic Act 1002.

In Witness Whereof, the Insurance Provider has caused this Group Master Policy to be signed by its President and countersigned by the President of the Payor/Policyholder.

\_\_\_\_\_  
President  
Insurance Provider

\_\_\_\_\_  
President  
Payor/Policyholder

Documentary Stamp Taxes (DST) payable under this Group Master Policy has been included in the Insurance Provider's lump sum payment to the BIR and credited to the Documentary Stamp Tax Inventory.

**IMPORTANT NOTICE:** 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 Provider and Payor/Policyholder/Insured Migrant Worker or Beneficiaries relating to insurance matters. The Philippine Overseas Employment Administration (POEA) and the Philippine Overseas Labor Office (POLO) may likewise assist the Insured Migrant Workers in submitting their complaints to the Insurance Commission.

Any representative of the Insurance Provider will readily render assistance without charge in the settling of claims or securing of benefits under this Group Master Policy. There is no need to employ any external assistance.

**COMPULSORY INSURANCE COVERAGE FOR AGENCY-HIRED MIGRANT WORKERS**

**GROUP MASTER POLICY DATA**

**Policy Specifications**

Group Master Policy Number  
Payor/Policyholder  
Address  
Policy Effective Date  
Policy Issue Date

**Schedule of Benefits**

Benefit Description	Amount of Insurance per Insured Migrant Worker
Accidental Death	USD 15,000.00
Natural Death	USD 10,000.00
Permanent Total Disablement	USD 7,500.00

**Schedule of Premium Rates**

Annual Premium Rate  
per Insured Migrant Worker (in USD)

Above premium rates are inclusive of Documentary Stamp Tax at the rate prescribed by law.

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## DEFINITIONS

INSURANCE PROVIDER shall mean Pioneer Life Inc.

PAYOR/POLICYHOLDER shall refer to the recruitment/manning agency named as such under Policy Specifications.

MIGRANT WORKER shall refer to a person who is 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. 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.

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 individually issued Certificate of Insurance.

## GENERAL PROVISIONS

ENTIRE CONTRACT. This Group Master Policy, the Application of the Payor/Policyholder, Certificate of Insurance, all endorsements, including any benefit rider and Application for Insurance of the Insured Migrant Workers, shall constitute the Entire Contract. The provisions of this Group Master Policy shall apply to all endorsements in this Group Master Policy. Any provision of this Group Master Policy that is inconsistent with the provisions of an endorsement shall be superseded by the provisions of that endorsement. The provisions of an endorsement shall apply only to that endorsement and not to any other part of this Group Master Policy, unless specified otherwise. In any endorsement, the term "the Group Master Policy" shall refer to this Group Master Policy.

Any change to the provisions of this Group Master Policy shall be subject to the prior approval of the Insurance Commission.

In enforcing the migrant worker's rights, reference may be made to Section 23 of Republic Act 10022 and Rule XVI of the Omnibus Rules and Regulations Implementing the Migrant Workers and Overseas Filipinos Act of 1995, as amended by Republic Act 10022.

AMENDMENT OF GROUP MASTER POLICY. This Group Master Policy may be amended at any time by written agreement between the Insurance Provider and the Payor/Policyholder. Only duly authorized officers of the Insurance Provider may change, modify, or waive any provision in this Group Master Policy, or any right or requirement of the Insurance Provider. Any such change, modification, or waiver must be duly approved in writing.

Any amendment to this Group Master Policy shall be binding on all persons, including Insured Migrant Workers and beneficiaries, whether the Insured Migrant Workers became insured under this Group Master Policy prior to, on, or after the effective date of the amendment. There shall be no obligation to obtain the consent of any Insured Migrant Worker or beneficiary to any amendment to this Group Master Policy. Nor shall there be any obligation to provide any Insured Migrant Worker or beneficiary notice of any amendment.

The Insurance Provider shall not be bound by any promise or representation made by, or to, any intermediary or person other than as specified above.

EFFECTIVE DATE OF GROUP MASTER POLICY. This Group Master Policy shall become effective upon payment of premium on the Policy Effective Date indicated under Policy Specifications. The Policy Effective Date shall be used as the basis in determining the policy anniversaries, premium due dates, and policy years and months.

CERTIFICATE OF INSURANCE. The Insurance Provider will issue to the Payor/Policyholder for delivery to each Insured Migrant Worker, a Certificate of Insurance that shall set forth a summary of the essential features of the insurance coverage. The Certificate of Insurance and the corresponding benefits are not transferable.

The Certificate of Insurance forms part of this Group Master Policy. In the event of inconsistency between the content of the Certificate of Insurance and this Group Master Policy, the content of this Group Master Policy shall govern.

AVAILABILITY OF GROUP MASTER POLICY. This Group Master Policy shall be kept in the main premises of, and in the custody of, an officer of the Payor/Policyholder and must be available to the Insured Migrant Workers for inspection at any reasonable time.

DATA REQUIRED. The Payor/Policyholder shall keep a record of the Insured Migrant Workers covered under this Group Master Policy, containing for each Insured Migrant Worker essential particulars of the insurance. The Payor/Policyholder shall furnish the Insurance Provider periodically with data relevant to the administration of insurance and to the determination of premiums due. Such information must be provided by the Payor/Policyholder in a form prescribed by the Insurance Provider not later than thirty-one (31) days after every premium due date. The

Payor/Policyholder's records shall be open for inspection by the Insurance Provider at any reasonable time. Enrollment of new Migrant Workers shall be made by the Payor/Policyholder to the Insurance Provider within thirty-one (31) days from the date the Migrant Worker becomes eligible for insurance.

**MISSTATEMENT OF AGE.** The age at issue of the Insured Migrant Worker is his age last birthday as of the effective date of his insurance. Misstatement of age shall not affect the insurance benefits under this Group Master Policy provided the condition under the Eligibility provision is met. If at the correct age, the Migrant Worker is not eligible for any coverage under this Group Master Policy, the liability of the Insurance Provider is limited to the refund of the premiums received for the ineligible Migrant Worker, without interest.

**INCONTESTABILITY AND SUICIDE.** This Group Master Policy and individual insurance shall be incontestable at issue. Suicide shall be compensable under Natural Death.

**TERMINATION OF GROUP MASTER POLICY.** This Group Master Policy shall terminate only upon the expiration of coverage of all Migrant Workers insured hereunder.

Termination of this Group Master Policy shall not affect any claims arising prior to the date of such termination.

**EVENT OF EXTRAORDINARY INFLATION.** All amounts of money in this Group Master Policy are in the currency of United States of America (USA). The provisions of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386), which reads in part, "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,..." is understood and agreed not to apply in determining the extent of any liability of the Insurance Provider in this Group Master Policy.

**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 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.

**PAYMENT OF CASH VALUE.** In the event the insurance of the Insured Migrant Worker is surrendered for its Cash Value for reason of pre-termination of the Insured Migrant Worker's contract, Cash Value shall be paid in accordance with the attached Table of Cash Values on a pro-rata basis corresponding to the unexpired term of insurance coverage.

**NO POLICY LOAN.** No loan, including Premium Loan, shall be available under this Group Master Policy.

**NO ASSIGNMENT.** No benefit under this Group Master Policy shall be assignable, and any attempt to assign, transfer, pledge, encumber, commute or anticipate the same shall not be recognized by the Insurance Provider except to such extent as may be allowed by law.

**NON-PARTICIPATION.** This Group Master Policy and all attached Riders, if any, are non-participating.

**PAYMENT OF BENEFITS/BENEFICIARIES.** Upon death of the Insured Migrant Worker, the Amount of Insurance under this Group Master Policy shall be payable to the Insured Migrant Worker's designated beneficiaries. Payment of Permanent Total Disability Benefits shall be made to the Insured Migrant Worker or to the designated beneficiaries if the disability is due to or accompanied by mental incapacity. If no beneficiary is designated as irrevocable, the Insured Migrant Worker may, at any time, delete any beneficiary or designate new beneficiaries by filing written notice of such change to the Insurance Provider through the Payor/Policyholder. If a beneficiary is designated as irrevocable, notice of such change shall be filed only with the written consent of such irrevocable beneficiary. The Insurance Provider shall, upon receipt of such notice, acknowledge the change. The change shall be effective as of the date the notice was signed by the Insured Migrant Worker whether or not the Insured Migrant Worker is living at the time the acknowledgment is made, but the change will not affect any payment that may have already been made by the Insurance Provider before acknowledgment of the change. If any beneficiary is designated as irrevocable, the written consent of the irrevocable beneficiary is required before the Insured Migrant Worker can exercise any right or privilege under this Group Master Policy.

If there are no beneficiaries designated at the time of the Insured Migrant Worker's death, or if the designated beneficiaries did not survive the Insured Migrant Worker, the beneficiary shall be the first surviving class of the following classes of beneficiaries in successive preference: the Insured Migrant Worker's (a) widow or widower, (b) children, (c) parents, (d) brothers and sisters; otherwise, the Insured Migrant Worker's estate. Any amount payable to a beneficiary who is a minor or is otherwise incapable of giving a valid release for any payment due, may be paid to the natural guardian; or if there is no such guardian; to the legally appointed guardian of such beneficiary.

Payment by the Insurance Provider to the Insured Migrant Worker's designated beneficiaries shall completely discharge the Insurance Provider's liability with respect to the amounts so paid.

**NOTICE AND PROOF OF CLAIM.** Written Notice of Claim must be submitted to the Insurance Provider at its Head Office, or at any of its authorized offices. The Insurance Provider, upon receipt of a Notice of Claim, must then provide the claimant with the necessary forms for filing Proofs of Claim. All Proofs of Claim must be received by the Insurance Provider within ninety (90) days after the date that the forms are provided. Failure to submit the written Notice and Proof of Claim within the time limits shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and proof and that such notice and proof were given as soon as reasonably possible.

Any claim under this Group Master 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, if death or permanent total disablement does not occur in the Philippines, or by the local registry, if death or permanent total occurs in the Philippines, whichever is applicable, as sufficient Proofs of Claim:

- a) Death Certificate, in case of death;
- b) Police Report, in case of Accidental Death; and
- c) Medical Certificate, in case of Permanent Total Disablement.

For the purpose of identifying the legitimate and/or designated beneficiaries, the following documents shall be submitted to the Insurance Provider:

- a) Birth Certificate of the Insured Migrant Worker, if the beneficiary is a parent;
- b) Birth Certificate of the beneficiary, if the beneficiary is a child;
- c) Marriage Contract, if the beneficiary is the spouse;
- d) Affidavit of Legal Guardianship, if the beneficiary is a minor; and
- e) other documents as may be necessary to establish the identity of the beneficiaries.

**PAYMENT OF CLAIM.** Insurance benefits in this Group Master Policy shall be payable upon approval of the claim by the Insurance Provider within ten (10) days from the submission of the complete Proofs of Claim. Insurance benefits may be paid in Philippine Peso equivalent subject to the consent of the Insured Migrant Worker or his beneficiary, as the case may be. In no case shall the settlement be less than the mentioned US Dollar equivalent at the time of the payment of benefits.

**PAYMENT OF PREMIUMS DUE.** All premiums under this Group Master Policy are payable at the Head Office, or at any of the authorized offices of the Insurance Provider, or to a duly authorized agent or representative of the Insurance Provider, in which case the Insurance Provider's official premium receipt signed by the authorized officers of the Insurance Provider and countersigned by an authorized agent or representative of the Insurance Provider receiving the premium, shall be exchanged for such payment.

The applicable premium shall be paid in full by the Payor/Policyholder responsible for the deployment of the Migrant Worker on a cash and carry basis at no cost to the Migrant Worker.

## **BENEFITS PROVISIONS**

**NATURAL DEATH BENEFIT.** In the event of Natural Death of the Insured Migrant Worker, the amount of USD 10,000 shall be payable under this insurance contract. Natural Death shall refer to death resulting from causes other than Accident.

**ACCIDENTAL DEATH BENEFIT.** In the event of Accidental Death of the Insured Migrant Worker within one hundred eighty (180) days from the date of Accident, the amount of USD 15,000 shall be payable under this insurance contract. Accidental Death must occur within one hundred eighty (180) days from the date of Accident which caused the bodily injury of the Insured Migrant Worker directly and independently of all other causes. Accident in this Group Master Policy shall mean any unintentional act or unforeseen, unexpected, external, violent and accidental event.

**PERMANENT TOTAL DISABLEMENT BENEFIT.** In the event of Permanent Total Disablement of the Insured Migrant Worker, the amount of USD7,500 shall be payable under this insurance contract. Permanent Total Disablement shall refer to a disability where there is a 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, caused by an Accident or by any health-related cause, or by a sickness suffered during the employment of the Insured Migrant Worker.

No benefit for Permanent Total Disablement shall be paid for losses as a result of the Insured Migrant Worker's service in the armed forces in any country or international authority, whether in time of peace or war.

Payments so made shall be in full settlement of all benefits with respect to the Insured Migrant Worker and shall completely discharge the Insurance Provider's liability with respect to the amounts so paid.

## **INSURING PROVISIONS APPLICABLE TO INSURED MIGRANT WORKERS**

**ELIGIBILITY.** Any Migrant Worker shall be eligible for insurance hereunder, provided he has attained at least eighteen (18) years of age but has not attained sixty-four (64) years of age and in good health at the time his coverage shall

take effect.

**ENROLLMENT.** The Payor/Policyholder shall furnish the Insurance Provider with a duly accomplished Application for Insurance for each eligible Migrant Worker in respect of whom an application for insurance under this Group Master Policy is made.

**EFFECTIVE DATE OF AN INSURED MIGRANT WORKER'S INSURANCE.** The insurance of an eligible Migrant Worker shall become effective on the date indicated in the individual Certificate of Insurance.

**TERMINATION OF INDIVIDUAL INSURANCE.** The insurance of any Insured Migrant Worker under this Group Master Policy terminates automatically upon the earliest of the following dates:

- a) the expiry date of his individual coverage as stated in the individual Certificate of Insurance;
- b) upon death of the Insured Migrant Worker as provided herein; or
- c) the date the individual coverage is surrendered for its Cash Value as provided under the Payment of Cash Value provision.

Termination of individual insurance shall not affect any claims arising prior to the date of such termination.

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