

Master Policy No. G-

Paramount Life & General Insurance Corporation

TIN 000-487-644-000

(Herein called the Insurance Provider)

HEREBY ISSUES this Master Policy (herein called this Policy) to

(Name of Agency)

(address)

(Herein called the Payor/Policyholder)

AND AGREES, subject to all conditions and provisions on this and the following pages, to pay at its office the benefits in accordance with the Insurance Schedule, upon receipt and approval of due proof that Insured Migrant Worker has incurred a loss for which benefits are payable.

In consideration of the payment of the first premium, application for life insurance duly signed by the insured migrant worker and delivery of Certificate of Insurance to him while in good health, the Insurance Provider agrees to insure collectively the agency-hired migrant workers of the Payor/Policyholder for loss of life, pursuant to Rule XVI of the Omnibus Rules and Regulations Implementing the Migrant Workers and Overseas Filipinos Act of 1995, as amended by RA 10022.

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

The provisions on the succeeding pages, including any endorsements or amendments, supplementary contracts or riders, form part of this Policy as fully as if written over the signatures hereto affixed.

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

Executed at the Head Office of the Insurance Provider as of the ____ day of _____, _____, which is the Effective Date of this Policy.

President

CONFORME:

(Name of agency)

By:

(President of Agency to countersign)

Documentary stamp tax to the value indicated in the schedule of this Policy has been paid and properly cancelled.

COMPULSORY INSURANCE COVERAGE FOR AGENCY-HIRED MIGRANT WORKERS

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 an Insured Migrant Worker and its 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.

I. POLICY SPECIFICATIONS

1. Persons Eligible

All individuals satisfying all of the following conditions shall be eligible for insurance under this Policy:

- (a) At least 18 years of age;
- (b) Not over 60 years old;
- (c) In good health;
- (d) Agency-hired Migrant Workers (land-based or sea-based) with a valid employment contract and with a valid working visa/permit;
- (e) Enrolled by the Policyholder with the Insurance Provider for coverage.

Exceptions in the plan (persons not considered Migrant Workers):

- (a) Filipinos whose place of employment is outside the Philippines but whose employer is the Philippine government such as those working in Philippine embassies, missions, and consulates abroad.
- (b) Filipinos who are sent abroad by the Philippine government or by private institutes for training, scholarship or any other similar purpose even if they are known to be working abroad.
- (c) Students who are sent abroad by private individual who are working or had worked there.
- (d) Filipinos working in other countries who are hired as consultants/advisers of an international organization such as United Nations, International Monetary Fund, etc.
- (e) Immigrants to other countries.

The term "Insured Migrant Worker" shall be used to refer to any person who is eligible for insurance under this provision and insured under this Policy. The eligibility date of the insurance of an Insured Migrant Worker shall be the effective date of this Policy or the date all conditions under this provision is satisfied, whichever is later.

2. Evidence of Insurability

All eligible migrant workers to be covered must submit to the Insurance Provider, evidence of insurability in the form of the duly accomplished OFW Insurance Application Form.

For such individuals, insurance shall take effect only upon approval of the Insurance Provider, after the submission of satisfactory evidence of insurability and payment of the corresponding premium.

3. Insurance Schedule

The minimum insurance benefits under this Plan shall include the following:

Plan	Insurance Classification	Amount of Insurance	Premium Rate (Inclusive of Riders)
Base Plan			
GYRT	Group Term Life (death all causes, natural or accidental)	US\$ 10,000.00	<u>Premium for Land-Based OFW:</u> One-year Premium: US\$ 72.00 Two-year Premium: US\$144.00 <u>Premium for Sea-Based OFW:</u> Six-month Premium: US\$ 56.70 One-year Premium: US\$100.00 Two-year Premium: US\$200.00
Rider			
GPA	Accidental Death Permanent Total Disablement Repatriation Benefit Subsistence Benefit Legitimate Claim Monetary Assistance Medical Evacuation Benefit Medical Repatriation Benefit	US\$ 5,000.00 US\$ 7,500.00 Actual Cost US\$ 100.00/month not exceeding six (6) months US\$ 1,000.00 maximum/month, not exceeding six (6) months Actual Cost Actual Cost	

The Life insurance coverage of the insured migrant worker will automatically terminate upon reaching age 61 and/or until the expiry of the term insurance. Thereafter, the insured migrant worker shall not be eligible for insurance. Benefits provided by Riders are subject to the provisions of those contracts.

II. GENERAL PROVISIONS

4. Entire Contract

This Policy, Certificate of Insurance, any riders or endorsements therein, any amendments thereto signed by the Policyholder and the Insurance Provider, the application attached hereto of the Policyholder, and the applications of Migrant Workers, constitute the entire contract between the parties hereto. All statements made by the Policyholder or by the Insured Migrant Workers shall, in the absence of fraud, be deemed representations and not warranties and no statement made by any insured 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 to his beneficiary.

Only the Chairman or Vice Chairman of the Board of Directors, the President, Managing Director, Vice President of the Insurance Provider and/or officers duly authorized in writing by the Insurance Provider's Board of Directors have the authority to modify this contract. Any such modification must be in writing and duly signed by an authorized officer. The Insurance Provider will not be bound by any promise or representation made by an agent or any person other than as specified above.

5. Amendment of this Policy

This Policy may at any time be amended and changed by written agreement between the Insurance Provider and the Policyholder. Any such amendment shall be binding on all Insured Migrant Workers under this Policy whether they become insured prior to, or, on or after the effective date of the amendment, subject to the approval of the Insurance Commission.

6. Incontestability

The validity of this Policy shall not be contestable.

7. Data Required

The Policyholder shall furnish promptly in writing on forms satisfactory to the Insurance Provider all notices and information required for the efficient administration of the insurance under this Policy, including, but not limited to, the following:

- (a) Lists of all Insured Migrant Workers becoming eligible or insured, together with other pertinent information such as birth dates, sex, Amount Insured, insurance classification and name of beneficiary/ies;
- (b) List containing names and termination date of each Insured Migrant Worker whose insurance terminates;
- (c) Notice of any other changes that affect the insurance of any Insured Migrant Worker under this Policy.

All supporting documents in possession of the Policyholder regarding any Insured Migrant Worker in this Policy, such as Policyholder's payroll, promotion or appointment papers, or any other such records which may have a bearing on the insurance under this Policy, shall be open for inspection by the Insurance Provider at reasonable times.

8. Clerical Error and Misstatement of Age

Clerical or other errors shall not invalidate the insurance otherwise validly in force nor continue insurance otherwise validly terminated. If the age or date of birth or other relevant facts shall be found to have been misstated and if such misstatement affects the Amount Insured or any of the terms and conditions of this Policy, the true date of birth and facts shall be used in determining if insurance is in force under this Policy. If found ineligible for insurance because of age, a corresponding return of premium shall be made.

9. Currency

Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) regarding extraordinary inflation or deflation of currency shall not apply in determining the liabilities of the Insurance Provider in this Policy.

10. Certificate of Insurance

The Insurance Provider will issue to the Policyholder for delivery to each Insured Migrant Worker, a Certificate of Insurance describing the essential features of the insurance coverage and other privileges to which such Insured Migrant Worker is entitled and stating to whom the benefits are payable. In the event of discrepancy between the content of such Certificate of Insurance and this Policy, the content of this Policy shall govern.

An Insured Migrant Worker shall have the right to examine this Policy and may be viewed at any websites indicated on the face of the Certificate of Insurance.

11. Limitation of Action

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

12. 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.

III. PREMIUM PROVISIONS

13. Premiums

The initial annual premium rates for each benefit provided in this Policy shall be as stated in the Insurance Schedule, and shall apply to the first policy year of the corresponding benefit. Thereafter, the rates shall, as of any policy anniversary, be subject to adjustments determined by the Insurance Provider for the year then commencing. Premium is payable by the recruitment/manning agency responsible for the deployment of the migrant workers. In no case shall this premium be charged by the recruitment/manning agency or the foreign employer directly or indirectly to the migrant worker.

14. Payment of Premiums

All premiums are payable in advance at duly authorized offices of the Insurance Provider, except that the initial premium may be paid through a duly authorized agent of the Insurance Provider in exchange for a provisional receipt signed by such agent. The Insurance Provider shall furnish the Policyholder a statement of premiums due, including premium adjustments, if any.

The premium must be paid in full to the Insurance Provider on a cash and carry basis at no cost to the insured migrant worker.

15. Premium Adjustments/Cash Value

Premiums for additional or increased insurance becoming effective during a policy month shall be charged to the Policyholder. Similarly, premiums paid for insurance that were reduced or terminated shall be returned to the Policyholder on a pro-rated basis. The amount of premium adjustments shall be calculated based on the Insurance Change Date for such changes.

When the insured migrant worker decides to voluntarily pre-terminate his employment contract abroad and returns to the Philippines out of his own volition and free will, the individual cover may be terminated and cash value, if any, shall be made payable.

16. Non-Participation

This Policy is non-participating and does not share in the surplus earnings of the Insurance Provider.

IV. BENEFIT PROVISIONS

17. Beneficiary

An Insured Migrant Worker shall designate a beneficiary upon becoming insured under this Policy. Unless the beneficiary was irrevocably designated, an Insured Migrant Worker is entitled to change his beneficiary, without consent from the former beneficiary, by submitting a written request satisfactory to the Insurance Provider. Such a change shall take effect only when recorded in writing by the Company.

Unless otherwise indicated in the application form the beneficiary designation shall be deemed revocable.

18. Insurance Benefit

Upon receipt by the Insurance Provider of notice and satisfactory proof of death of an Insured Migrant Worker, the Insurance Provider shall pay the Amount Insured, in accordance with the Insurance Schedule Provision, to the surviving beneficiaries of an Insured Migrant Worker. Unless otherwise stated in the application or by written request, all surviving beneficiaries shall share equally. If there are no beneficiaries surviving at the death of the Insured Migrant Worker, the insurance benefits of the beneficiaries shall be payable to the first surviving class of the following classes of successive preference beneficiaries:

- (a) Surviving spouse of the Insured Migrant Worker;
- (b) Surviving children born to or legally adopted by the Insured Migrant Worker;
- (c) Surviving parents of the Insured Migrant Worker;
- (d) Surviving brothers and sisters of the Insured Migrant Worker;
- (e) Executors or administrators of the estate of the Insured Migrant Worker.

An affidavit, signed by any person belonging to the first surviving class of successive preference beneficiaries described in (b), (c), or (d) 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 by the Insurance Provider based upon such an affidavit shall free the Insurance Provider from any liability up to the amount paid with regard to the insurance benefit of such Insured Migrant Worker under this Policy.

19. Notice and Proof of Claims

Written notice of claim must be submitted to the Insurance Provider within thirty (30) days from date of death. Failure to give notice and proof within such time shall not invalidate or reduce the benefits if it shall be shown that it was not reasonably possible to give such notice on time and such notice was submitted as soon as it was reasonably possible.

Upon filing of the notice of claim and submission of complete claim documents, the Insurance Provider shall forthwith ascertain the truth and extent of the claim and make payment within ten (10) days.

20. Documentary Requirements for Claim

In case of death, natural or accidental, any claim arising from these 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 a death certificate duly authenticated by the Philippine foreign posts or by the local registry if death occurs in the Philippines, whichever is applicable, shall be sufficient evidence to substantiate the claim.

21. No Assignment

No assignment of any insurance under this Policy by the Policyholder or any Insured Migrant Worker shall be valid.

22. Settlement Option

Settlement options other than lump sum are available upon submitting a written request to the Insurance Provider.

Insurance benefits may be paid in Peso equivalent subject to the consent of the insured migrant worker's beneficiary/ies, as the case may be. In no case shall the settlement be less than the mentioned Dollar equivalent at the time of the payment of the benefits.

23. Dispute Settlement in the Enforcement of Insurance Claims

Any question or dispute in the enforcement of this 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 Regulation Implementing Republic Act 8042.

V. PROVISIONS APPLICABLE TO INSURED MIGRANT WORKERS

24. Definitions

“Overseas Filipino Worker or 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 or country of which he or she is not a citizen or on board a vessel navigating the foreign seas other than a government ship used for military or non-commercial purposes, or on an installation located offshore or on the high seas. A “person to be engaged in a remunerated activity” refers to an applicant worker who has been promised or assured employment overseas.

“Natural Death” refers to death other than accidental causes.

The masculine pronoun whenever used in this Policy shall include the feminine and the singular shall include the plural unless the context clearly indicates otherwise.

25. Enrollment of Migrant Workers

Written enrollment in a form satisfactory to the Insurance Provider is required for each eligible person for whom application for insurance under this Policy is made.

26. Migrant Worker’s Reference

In enforcing the migrant worker’s right’s, 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.

27. Effective Date of Insurance

Subject to the Evidence of Insurability Provision, the insurance of an Insured Migrant Worker shall take effect on the latest of the following dates:

- (a) The date of the Insured Migrant Worker’s departure to the state or country of employment;
- (b) The date the Insured Migrant Worker becomes eligible for insurance under the Persons Eligible Provision;
- (c) The effective date of this Policy;
- (d) In case of benefits added to this Policy, the effective date of such benefit.

No Insured Migrant Worker’s insurance shall take effect unless the corresponding initial premium is paid by the Policyholder to the Insurance Provider. If the Insurance Provider offers insurance to an Insured Migrant Worker subject to the payment of certain extra premiums, such insurance shall not become effective until the date of the Policyholder’s written acceptance of the offer and payment of the required premium within the period given in the Insurance Provider’s offer, while such Insured Migrant Worker is alive and in good health.

28. Termination of Member’s Insurance

An Insured Migrant Worker’s insurance will terminate on the earliest of the following dates:

- (a) The date the Insured Migrant Worker ceases to be eligible for insurance under this Policy as stated in the Persons Eligible Provision;
- (b) The date the cash value is paid.

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

29. Suicide

Death due to suicide shall be payable.

INSURING AGREEMENT

FOR

ACCIDENTAL DEATH AND TOTAL PERMANENT DISABLEMENT AND FINANCIAL ASSISTANCE BENEFITS

The insurance provider will indemnify the insured migrant worker, the sum specified in the Schedule for loss of life, permanent disablement and financial assistance proximately caused by accidental bodily injuries to the extent herein provided. The consideration for this insurance is the payment of premium and the application, copy of which is attached hereto and made part hereof.

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

PART I. DEATH AND TOTAL PERMANENT DISABLEMENT

The insurance provider will pay the amount of coverage set opposite such loss and in addition will provide financial assistance benefits to covered insured migrant worker as provided in Part II to the date of loss.

Loss of Life/Accidental Death	US\$15,000.00
Permanent Total Disablement	US\$ 7,500.00

PART II. FINANCIAL ASSISTANCE BENEFITS

Repatriation Cost	Actual Cost
A) In case of death	
B) In cases where employment was terminated	
Subsistence Allowance	minimum of \$100/month not exceeding six (6) months
Money Claims Benefit	maximum of \$1,000/month not exceeding six (6) months
Compassionate Visit	actual cost (transportation cost of the family member or requested individual to the major airport closest to the place of hospitalization of the worker)
Medical Evacuation	actual cost (mode of transport necessary shall be undertaken by the insurance provider)
Medical Repatriation	actual cost (an alternative appropriate mode of transportation, such as air ambulance, may be arranged. Medical and non-medical escorts may be provided when necessary).

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

PART III. DEFINITIONS :

1. Accidental Death – refers to death resulting directly or independently from all other causes, from accidental bodily injuries.
2. Permanent total disablement – disability where there is total complete loss of sight of both eyes; loss of two limbs at or above the ankles or wrists; permanent complete paralysis of two limbs; brain injury resulting to incurable imbecility or insanity. All such disabilities must be due to accident or by any health-related cause or sickness or ailment suffered during the duration of the migrant worker's employment.

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

3. Repatriation cost of the worker when his/her employment is terminated by the employer without any valid cause, or by the employee with just cause, includes transport of his/her personal belongings. In case of death, the insurance provider shall arrange and pay for the repatriation of the worker's remains and belongings. The insurance provider shall also render any assistance necessary in the transport, including but not limited to locating a local and licensed funeral home, mortuary or direct disposition facility to prepare the body for transport, completing all documentations, obtaining legal clearances, procuring consular services, providing death certificates, purchasing the minimally necessary casket or air transport container, as well as transporting the remains including retrieval from site of death and delivery to the receiving funeral home and back to the residence of the insured worker in the Philippines or to any place in the Philippines in accordance with the worker's will, if there is any. The extent of the said benefits shall be regardless of the cost, the primary test of compliance being the complete repatriation of the worker or his/her remains, as the case may be, and his/her personal belongings.
4. Subsistence allowance benefit- sum of money given to a migrant worker who is involved in a case or litigation for the protection of his/her rights in the receiving country.
5. Money claims arising from the employer's liability – claim that may be awarded or given to the worker in a judgment or settlement of his/her case in the NLRC. The insurance coverage for money claims shall be equivalent to at least three (3) months salaries for every year of the migrant worker's employment contract, the maximum amount per month of which is One Thousand United States Dollars (US\$1,000.00) or the amount of salary under the employment contract, whichever is lower. In case the amount of insurance coverage is insufficient to satisfy the amount adjudged or agreed upon, the recruitment/manning agency is liable to pay the balance thereof.
6. Compassionate visit. When a migrant worker is hospitalized and has been confined or will be confined as determined by the attending physician and the insurance company physician for at least seven (7) consecutive days, he shall be entitled to a compassionate visit by one (1) family member or a requested individual. The insurance provider shall pay for the transportation cost of the family member or requested individual to the major airport closest to the place of hospitalization of the worker. It is, however, the responsibility of the family member or requested individual to meet all visa and travel document requirements. The extent of the said benefits shall be regardless of the cost, the primary test of compliance being the complete transport of the visitor from and back to the Philippines.
7. Medical evacuation. When an adequate medical facility is not available proximate to the migrant worker, as determined by the insurance company's physician and the consulting physician, evacuation under appropriate medical supervision by the mode of transport necessary shall be undertaken by the insurance provider. The extent of the said benefits shall be regardless of the cost, the primary test of compliance being the completion of the said medical evacuation.
8. Medical repatriation. When medically necessary as determined by the insurance company physician and the consulting physician, repatriation under medical supervision to the migrant worker's residence shall be undertaken by the insurance provider at such time that the migrant worker is medically cleared for travel by commercial carrier. If the period to receive medical clearance to travel exceeds fourteen (14) days from the date of discharge from the hospital, an alternative appropriate mode of transportation, such as air ambulance, may be arranged. Medical and non-medical escorts may be provided when necessary. The extent of the said benefits shall be regardless of the cost, the primary test of compliance being the complete repatriation of the migrant worker under medical supervision to his/her residence.

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

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

9. POLO – Philippine Overseas Labor Office
10. POEA – Philippine Overseas Employment Administration
11. NLRC- National Labor Relations Commission
12. Application for Cover – the submission of duly accomplished and signed application form to the Insurance Company prior to deployment from the Philippines of an eligible insured.
13. Contract of Employment – the written agreement entered into by and between the foreign employer and/or the local recruitment agency and the overseas contract worker containing the terms and conditions of employment in consonance with the master employment contract approved by POEA.
14. Loss – means eligible expense or amount caused by an event or occurrence covered by this policy.
15. Insured Migrant Worker – means an eligible migrant worker whose name is declared under the policy and appears on the individually issued Proof of Cover.

16. Migrant Worker – refers to a person who is to be engaged, is engaged or has been engaged in a remunerated activity in a state of which he or she is not a legal resident to be used interchangeably with migrant worker or overseas worker.
17. Term of Insurance – the period insurance commencing from the date of the Insured person's departure from the Philippines and shall continue during the entire term of his/her employment contract but not to exceed the number of years stated on the Proof of Cover.

PART IV. CONDITIONS APPLICABLE TO ALL SECTIONS:

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

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

4. When the worker decides to voluntarily pre-terminate his employment contract abroad and returns to the Philippines out of his own volition and free will, there shall be a proportionate amount of return of premium for the benefit of the recruitment/manning agency corresponding to the unexpired term of the insurance contract.

Short Rate Cancellation Table

The following scale of rate shall apply to Policies/Proof of Cover issued or renewed for less than one year and shall be used in calculating earned premiums on Policies/Proof of Cover cancelled and not replaced.

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

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

The insurance provider, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within ten (10) days after the receipt of such notice the claimant shall have been deemed to have complied with the requirements of this Policy as to proof of loss covering the occurrence, character and extent of the loss for which claim is made.

Failure to give notice of claim within the time provided in this policy shall not invalidate any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

6. Claims shall be paid at the home office of the insurance provider or in any of its branches or assistance centers, taking into consideration the circumstances of the insured migrant worker or the beneficiary at the time of payment.

7. No formal action shall be brought for adjudication before the Insurance Commission unless brought within two (2) years from the expiration of ten (10) day period within which to settle any claim under this Policy.
8. Indemnity for loss of life and permanent disablement of the insured migrant worker is payable to the designated beneficiary if surviving the insured migrant worker; otherwise to the estate of the insured migrant worker. All other benefits of this Policy are payable to the Policyholder, recruitment/manning agency, for the account of the insured migrant worker.

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

PART V. DOCUMENTARY REQUIREMENTS:

For any claim arising from accidental or permanent total disablement, the following documents, duly authenticated by the Philippine foreign posts or by the local registry if death occurs in the Philippines, whichever is applicable, shall be sufficient evidence to substantiate the claim:

- 1) Death Certificate – in case of accidental 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, if beneficiary is a parent or a child;
- 2) Marriage Contract of insured 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.

For Repatriation – certification which states the reason/s for termination of the migrant worker's employment and the need for his/her repatriation issued by the Philippine foreign post or POLO located in the receiving country.

For Subsistence Allowance Benefit Claim – certification issued by the concerned Labor Attaché or, in his absence, the embassy or consular official stating the title of the case, the names of the parties and the nature of the cause of action of the migrant worker.

For settlement of money claims – certified true copy of the final decision of the NLRC or compromise agreement.

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The policy is endorsed as follows and except to the extent to which it is hereby modified, the terms, conditions and exceptions of the Policy shall apply.

IT IS HEREBY DECLARED AND AGREED that effective inception, Benefits under Permanent Total Disablement is amended as follows:

The Company shall pay the insured person an amount equal to a percentage specified in the Table of Permanent Loss of Use or Disablement Benefit below, of the amount set forth in the Schedule of Benefits in respect to Permanent Total Disablement, and in no case to exceed 100% thereof, regardless of the different losses and dismemberment sustained by the Insured, when within 180 days following the accident, the injury sustained by the Insured results in loss by physical severance or total and permanent loss of use of the following part of his body.

Table of Permanent Loss of Use or Disablement Benefit:

1. Loss of two limbs	100%	10. Loss of four fingers and thumb of one hand	50%
2. Loss of both hands, or all fingers and both thumbs	100%	11. Loss of four fingers	40%
3. Loss of both feet	100%	12. Loss of thumb	25%
4. Total loss of sight of both eyes	100%	13. Loss of leg at or above knee	60%
5. Injuries resulting in being permanently bedridden	100%	14. Loss of leg below knee	50%
6. Any other injury causing permanently total disablement	100%	15. Loss of one foot	40%
7. Loss of arm at or above elbow	70%	16. Loss of sight of one eye	50%
8. Loss of arm between elbow and wrist	60%	17. Loss of lens of the eye	50%
9. Loss of hand	50%	18. Loss of hearing-both ears	50%
		19. Loss of speech	50%
		20. Loss of speech and hearing	75%
		21. Loss of one limb	40%

EXCEPT AS VARIED by this endorsement, all other terms and conditions of the policy remain the same.

PARAMOUNT LIFE & GENERAL INSURANCE CORPORATION

IMPORTANT NOTICE TO ASSURED: The Insurance Code (P.D. 612) and OIC Circular No. 80 require Assured's conformity to endorsements issued after the policy. Please sign on the space provided for below and return one signed copy to us within thirty (30) days. Your failure to do so will mean your conformity to this endorsement.

CONFORME:

Assured's Signature

Date Signed