

Master Policy No. \_\_\_\_\_

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

**Manila Bankers Life and General Assurance Corporation**

3F VGP Center, 6772 Ayala Avenue, Makati City, 1223 Philippines

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(Herein called the **Insurance Provider**)

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

**(Name of Agency)**

(Herein called the Policyholder)

**(address)**

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 Proof of Cover to him while in good health, the Insurance Provider agrees to insure collectively the agency-hired Migrant Workers of the Policyholder for non-accidental death or non-accidental 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 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 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 25 MAR 2024  
of this Policy has been paid and properly cancelled.

**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 workers in submitting their complaints to Insurance Commission.

## I. POLICY SPECIFICATIONS

### 1. 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. A “person to be engaged in a remunerated activity” refers to an applicant worker who has been promised or assured employment overseas.

“Insured Migrant Worker” means an eligible Migrant Worker whose name is declared under the policy and appears on the individually issued Proof of Cover.

“Application for Cover” refers to the submission of duly accomplished and signed application form to the Insurance Company prior to deployment from the Philippines of an eligible insured.

“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.

“Non-accidental Permanent Total Disablement” refers to 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 any health-related cause or sickness or ailment suffered during the duration of the Migrant Worker’s employment.

“POLO” refers to Philippine Overseas Labor Office

“POEA” refers to Philippine Overseas Employment Administration

“NLRC” National Labor Relations Commission

“Contract of Employment” refers to 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.

“Term of Insurance” refers to 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.

### 2. 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) 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.

### 3. 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.

### 4. Insurance Schedule

The insurance benefits under this Plan shall include the following:

| Insurance Benefits                               | Amount of Insurance | Period of Coverage                         | Premium                                        |
|--------------------------------------------------|---------------------|--------------------------------------------|------------------------------------------------|
| <b>Non-accidental Death Benefit</b>              | US\$ 10,000.00      | 6 MONTHS<br>1 YEAR<br>1.5 YEARS<br>2 YEARS | USD 4.11<br>USD 8.21<br>USD 12.32<br>USD 16.42 |
| <b>Non-accidental Total Permanent Disability</b> | US\$ 7,500.00       | 2.5 YEARS<br>3 YEARS                       | USD 20.53<br>USD 24.63                         |

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.

## II. GENERAL PROVISIONS

### 5. Entire Contract

This Policy, Proof of Cover, 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 Migrant Worker shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to such Insured Migrant Worker or 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.

## **6. 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.

## **7. Non-Applicability of the Incontestable and Suicide Clause**

The incontestable and suicide clauses under the Insurance Code shall not apply to compulsory life insurance coverage under the Migrant Workers and Overseas Filipinos Act of 1995, as amended by RA 10022.

## **8. 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.

## **9. 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 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.

## **10. 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.

## **11. Proof of Cover**

The Insurance Provider will issue to the Policyholder for delivery to each Insured Migrant Worker, a Proof of Cover 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 Proof of Cover 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 Proof of Cover.

## **12. Limitation of Action**

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

### **13. 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**

### **14. Premiums**

The initial premium for the benefits provided in this Policy shall be as stated in the Insurance Schedule, and shall apply to the first policy year of the corresponding benefits. Thereafter, the rates shall, as of any policy anniversary, be subject to adjustments determined by the Insurance Provider for the year then commencing. The premium shall be 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.

### **15. 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.

### **16. Premium Adjustments**

Premiums for additional or increased insurance benefits becoming effective during a policy month shall be charged to the Policyholder.

In such event where there is reduction or termination of insurance cover, fifty-percent (50%) of the unearned premiums shall be returned by the Insurance Provider to the Policyholder. The amount of premium adjustment 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.

### **17. Grace Period**

A Grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium, during which time this Policy shall be continued in force unless this Policy has been cancelled in accordance with the provisions of this Policy. However, if the loss occurs within the grace period, any premium then due and unpaid will be deducted in settlement.

### **18. Conversion Privileges**

If the insurance, or any portion of it, on a Migrant Worker covered under this Policy ceases because of termination of employment or of membership in the class or classes eligible for coverage under the Policy, such person shall be entitled to have issued to him by the Insurance Provider, without evidence of insurability, an individual policy of life insurance without disability or other supplementary benefits, provided application for the individual policy and payment of the first premium to the Insurance Provider shall be made within thirty (30) days after such termination, and provided further that:

(1) The individual policy shall be on any one of the forms, except term insurance, then customarily issued by the Insurance Provider at the age and for an amount not in excess of the coverage under this Policy; and

(2) The premium on the individual policy shall be at the Insurance Provider's then customary rate applicable to the form and amount of the individual policy, to the class of risk to which such person then belongs, and to his age attained on the effective date of the individual policy.

(i) If this Policy terminates or is amended so as to terminate the insurance of any class of insured persons, every person insured thereunder at the date of such termination whose insurance terminates and who has been so insured for five (5) years prior to such termination date shall be entitled to have issued to him by the Insurance Provider an individual policy of life insurance subject to the same limitations as set forth in paragraph (h), except that this Policy may provide that the amount of such individual policy shall not exceed the amount of the person's life insurance protection ceasing;

(j) If the Migrant Worker insured under this Policy dies during the thirty (30)-day period within which he would have been entitled to an individual policy issued to him in accordance with paragraphs (h) and (i) above and before such individual policy shall have become effective, the amount of life insurance which he would have been entitled to have issued to him as an individual policy shall be payable as a claim under this Policy whether or not application for the individual policy or the payment of the first premium has been made;

#### **19. Non-Participation**

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

### **IV. BENEFIT PROVISIONS**

#### **20. 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 Insurance Provider.

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

#### **21. Non-Accidental Death Benefit**

Upon receipt by the Insurance Provider of notice and satisfactory proof of death due to natural cause of an Insured Migrant Worker, the Insurance Provider shall pay the Amount of Insurance, 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.

## **22. Non-Accidental Total Permanent Disability Benefit**

The non-accidental total permanent disability benefit shall be paid by the Insurance Provider without any contest and without the necessity of providing fault or negligence of any kind on the Insured Migrant Worker.

## **23. Exclusions**

The following causes are not covered under this Policy:

- (a) Injury, sickness or disease occasioned by war, warlike operations, civil commotion, brawl, riot, insurrection, strike, civil war, revolution, rebellion or any related incident, service in the armed forces and local police forces; and
- (b) Epidemics or communicable disease such as smallpox, cholera, bubonic plague, etc. declared by any government agency or entity or an executive order as causing a state of emergency in any area and necessitating the setting-up of appropriate quarantine or isolation measures.
- (c) Service in the armed forces in any country or international authority, whether in peace or war, insofar as the limits of liability under the Non-accidental Permanent Total Disablement Benefit is concerned.

## **24. 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 nor 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 from the filing of notice of claim and submission of the complete claim documents.

## **25. Documentary Requirements for Non-accidental Death and Non-accidental Total Permanent Disability Claim**

Any claim arising from natural death or non-accidental total permanent disability shall be paid by the Insurance Provider without the necessity of proving fault or negligence of any kind on the part of the Insured Migrant Worker: Provided that the following documents, duly authenticated by the Philippine foreign posts, shall be sufficient evidence to substantiate the claim:

- 1) Death Certificate – in case of natural death;
- 2) Medical Certificate –in case of total permanent disability.

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

## **26. No Assignment**

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

## **27. 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 or his/her 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.

## **28. 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.

## **29. Amendment, Renewal and Termination**

This Policy may be amended or terminated at any time by written agreement between the Insurance Provider and the Policyholder but any such amendment shall be without prejudice to any claim arising prior to the date to which premium have been paid.

The Policyholder may terminate this Policy at any time by giving written notice of termination to the Insurance Provider at its Home Office but the date of termination shall not be less than thirty-one (31) days after the date the Insurance Provider receive such notice unless an earlier date is mutually agreeable to the Insurance Provider and the Policyholder.

The Insurance Provider may terminate:

- 1) Any coverage provided under on a Non-Contributory Basis, as of the last day of any policy month if less than 100 per cent of the number of eligible persons are then insured thereunder or with respect to a dependent coverage, if less than 100% of the individuals having dependents eligible for that coverage then have their dependents insured hereunder;
- 2) This Policy as of the last day of any policy month if the Company determines fewer than 50 persons are then insured under this Policy or if the Policyholder does not duly perform in good faith its obligations pertaining to this Policy; by giving written notice of such termination to the Policyholder at least thirty-one (31) days prior to the date of termination.

This Policy shall renew for a further term of one policy year on each policy anniversary to which premiums have been paid in full, except that if either the Policyholder or the Insurance Provider has given written notice to the other in accordance with the foregoing paragraphs of this provision that this Policy is to terminate, this Policy will not renew following its date of termination.

No amendment, renewal or termination of this Policy shall require the consent of or notice to any Insured Migrant Worker or beneficiary or any other person having beneficial interest herein.

### **30. Availability of Master Policy**

This Policy shall be kept in the main office, and in custody of an officer of the Policyholder. It will be available to the Insured Migrant Worker for their inspection during the regular office hours of the Policyholder.

### **31. Proof of Cover**

The Insurance Provider will issue to the Policyholder for delivery to each Insured Migrant Worker a Proof of Cover setting forth a summary of the essential features of the insurance coverage and other privileges to which such Insured Migrant Worker is entitled.

## **V. PROVISIONS APPLICABLE TO INSURED MIGRANT WORKERS**

### **32. Enrollment of Migrant Workers**

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.

### **33. 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.

### **34. Termination of Member's Insurance**

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

- (a) the date the Insured Migrant Worker ceases to be eligible for insurance under this Policy as stated in the Persons Eligible Provision; or
- (b) the date the employment contract of the Insured Migrant Worker terminates.

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

**MANILA BANKERS LIFE AND GENERAL ASSURANCE CORPORATION**