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# PRU LIFE INSURANCE CORPORATION OF U.K. (Herein called the INSURER)

#### HEREBY ISSUES this GROUP LIFE INSURANCE POLICY

to

(Herein called the POLICYHOLDER)

# With address at

GROUP POLICY NO. :
POLICY EFFECTIVITY DATE :
PLAN OF INSURANCE :
PREMIUM DUE DATES :
RIDERS ::
PARTICIPATION REQUIREMENT :
ELIGIBILITY CONDITIONS :
FUNDING TYPE :

AND AGREES, subject to all terms and conditions appearing on this Policy, to pay the Life Assured 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 this Policy and the Life Assured's Proof of Cover (Policy Benefits) are in force, subject to the conditions stated herein, and provided premiums are paid when due and payable.

THIS POLICY is issued in consideration of the Policyholder's application, a copy of which is attached hereto and made a part hereof, the individual application of the Life Assured (as indicated in the Policy Info page, and includes the Declaration of Understanding, Data Privacy Statement, and Designated Beneficiary form, as applicable) and the payment by the Policyholder of the premiums stated herein on behalf of each Life Assured, and shall take effect on the Policy Effectivity Date as herein provided. The first premium is due and payable on the Policy Effectivity Date, and thereafter, while the Policy continues in force, subsequent premiums are due and payable on the above provided premium due dates.

THIS POLICY and the conditions and provisions in this and the following pages, including any endorsements or riders included upon issuance or added thereafter, are part of this Policy.

IN WITNESS WHEREOF, the	<b>INSURER</b>	has caused this Policy	to be executed at Taguig City
Philippines, as of the Policy	/ Effectivity	Date indicated above.	

# NON-PARTICIPATING

<signature> Sam P. Balbin Vice President and Head of Life Operations</signature>
Documentary stamps valued at Php 200.00 have been affixed.
Examined by:

## **PART I: GENERAL PROVISIONS**

#### The Entire Contract

This Policy, any riders or endorsements, any amendments thereto signed by both parties, the application of the Policyholder, a copy of which is attached hereto and made a part hereof, and the individual applications, if any, of each Life Assured shall constitute the entire contract. All statements made by the Policyholder or by the Life Assured shall, in the absence of fraud, be deemed representations and not warranties, and no statements made by the Policyholder or any Life Assured or on their behalf shall be used in defense to a claim under this Policy, unless it is contained in a written application signed by the Life Assured and a copy of that application is or has been furnished to him or to his beneficiary.

No agent is authorized to make or modify this Policy, to extend the time for payment of premium, to waive any lapse or forfeiture, to waive any of the Insurer's rights or requirements or to bind the Insurer, by making any promise or by accepting any representation or information not contained in the contract.

Only the President, Executive Vice President or a duly authorized officer of the Insurer has the power in its behalf to modify this Policy, or to extend the time for making any premium payment thereon. Any such modification must be in writing and duly signed by the authorized officer. The Insurer shall not be bound by any promise or representation given by any person other than any one of the above-mentioned officers.

This Policy may at any time be amended and changed by written agreement between the Insurer and the Policyholder. Any such amendment shall be binding on all persons insured under the Policy whether they become insured prior to or on or after the effectivity date of the amendment.

# Incontestability

The validity of this Policy shall not be contested, except for the nonpayment of premiums, after it has been in force for two (2) years from its Policy Effectivity Date or from its date of last reinstatement. Similarly, the validity of the insurance on any Life Assured or any additional portion thereof, which becomes effective on or after the Policy Effectivity Date, shall not be contested, except for the nonpayment of premiums, after such Life Assured's insurance has been in force during his lifetime for a period of two (2) years from its effectivity or last reinstatement date.

# Suicide

In case of death of the Life Assured by suicide within two (2) years from the effectivity date of his insurance or the date of approval of last reinstatement, if any, the then pertinent provisions of the Insurance Code, as amended, shall apply. Where the suicide is not compensable, the liability of the Insurer is limited to the refund of the premiums actually received by the Insurer less any indebtedness under this Policy.

# Data Required

The Policyholder shall furnish promptly in writing on forms satisfactory to the Insurer 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 to 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 Life Assured 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 Life

Assured. All documents furnished to the Policyholder by a Life Assured in connection with the insurance shall be open for inspection by the Insurer at all reasonable times.

#### **Effective Date Proviso**

The insurance of any eligible member shall take effect upon approval of the application while he is alive and in good health and upon receipt by the Insurer of the initial premium. Subject further to the provisions of "Evidence of Insurability", the insurance of any eligible person shall not take effect on the date such evidence of insurability is approved by the Insurer unless and until the corresponding premium has been paid to the Insurer.

#### **Contributions from Life Assured**

The Life Assured under this Policy shall contribute % of the premium.

#### **Insurance Classification**

If more than one classification is designated in any of the Insurance Schedules, the Life Assured shall be insured for the benefits applicable to his classification on the effectivity date of his insurance. Thereafter, if his classification changes, the insurance of such Life Assured shall be changed on the Classification Change Date shown below.

The Policyholder shall notify the Insurer of all such changes in classification within one (1) month after the Classification Change Date and the Policyholder shall pay the required premium from the Classification Change Date for the revised insurance resulting from any such 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.

# Clerical Error

Clerical errors in keeping the records shall not invalidate insurance otherwise validly in force nor continue insurance otherwise validly terminated. If the age or date of birth or other relevant facts relating to a Life Assured shall be found to have been misstated and if such misstatement affects the amount of insurance or has anything to do with the terms and conditions of the Policy, the true age and facts shall be used in determining whether insurance is in force under the terms of the Policy and in what amount, and an equitable adjustment of premiums shall be made.

#### Premiums and Renewal

The initial premium for each benefit provided in the Policy is stated in the Premium Rate provision applicable to said benefit, and shall apply for the first policy year of said benefit. The Policy may be renewed at the end of the term of the Policy by payment of the required premiums when due, provided that the number of Life Assured at the time is not less than that provided under the Minimum Participation Requirement provision herein.

The premium due on any premium due date for the premium period commencing with such due date and ending with the next succeeding due date shall be the aggregate of the premiums for all benefits insured by the Policy in force at the beginning of such premium period.

Premium adjustments shall be made as mutually agreed upon by the Policyholder and the Insurer. Premium adjustments involving a return of unearned premiums to the Policyholder shall be limited

to the period of twelve (12) months immediately preceding the date of receipt by the Insurer of evidence that such adjustments should be made.

#### **Grace Period**

A grace period of thirty-one (31) days, without interest, will be allowed for the payment of every premium after the first during which period this Policy or the insurance coverage shall continue in force, except that if the Policyholder shall give the Insurer written notice in advance of an earlier date of termination, then this Policy shall terminate on such earlier date. The Policyholder shall be liable to the Insurer for the payment of the pro rata premium for the time this Policy or insurance coverage was in force during the grace period.

## Availability of Group Life Insurance Policy

The Group Life Insurance Policy is in the possession of the Policyholder and may be inspected, read or copied at any time during business hours at the office of the Policyholder, or through the designated digital channels.

## **Proof of Cover (Policy Benefits)**

The Insurer will issue to the Policyholder, for delivery to each Life Assured, a Proof of Cover setting forth a summary of the essential features of the insurance coverage and other privileges to which such Life Assured is entitled and stating to whom the benefits are payable. Such Proof of Cover and the corresponding benefits will not constitute a contract between the Insurer and Life Assured. The Proof of Cover may be issued through designated digital channels or through a physical copy, as applicable.

# Currency

All amounts of money payable under this Policy are in the legal currency of the Philippines.

The provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads

"In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the 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 Insurer under this Policy.

## **Proof of Claim**

Written notice and proof of claim must be submitted to the Insurer at any of its offices or through its designated channels within ninety (90) days after the death of the Life Assured. Failure to submit written proof of claim within such time shall not invalidate or reduce any claim if it can be shown that it was not reasonably possible to submit such proof within the required time and that proof was submitted as soon as reasonably possible.

## Payment of Claim

All benefits that may be provided under this Policy shall be paid after receipt of due proof of loss. Indemnity for death of the Life Assured is payable to the Life Assured's beneficiary. All other benefits under this Policy are payable to the Life Assured.

#### **Examinations**

The Insurer shall have the right and opportunity to examine, through its medical examiners, the Life Assured when and so often as it may reasonably require during the pendency of claim, and also the right and opportunity to an autopsy in case of death, where it is not forbidden by law.

## Legal Proceedings

Unless the claim has been rejected, no action at law or in equity shall be brought to recover on the Policy prior to the expiration of sixty (60) days after proof of claim has been filed in accordance with the requirements of the Policy, nor shall such action be brought at all unless brought within two (2) years from the expiration of the time within which proof of claim is required by the Policy.

#### Reinstatement

Upon written application of the Policyholder (on behalf of a Life Assured) and approval by the Insurer, coverage under this Policy may be reinstated after it has lapsed by payment of the required premiums by the Policyholder, subject, however, to the existing group underwriting regulations of the Insurer, and provided that the Life Assured is an existing member of the Affinity Group.

# Non-waiver of Policy Provision

Failure of the Insurer to insist on compliance with any provision of this Policy at any given time or under any given set of circumstances shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or as to any other occurrence, whether the circumstances are, or are not, the same.

# Misstatement of Age

The Insurer reserves the right to require proof of age of the Life Assured before paying any claim under this Policy. If the age of a Life Assured has been incorrectly stated, the amount payable under this Policy shall be the amount which the premium paid could have purchased at the correct age according to the premium rates in effect on the premium due date. However, in the event that age of the Life Assured has been misstated, and if according to the correct age of the Life Assured, the coverage provided by this Policy would not have become effective, or would have ceased prior to the acceptance of his premium or premiums, then the liability of the Insurer during the period the Life Assured is not eligible for coverage shall be limited to the refund of all the premiums paid for such period.

## **Policy Words and Phrases**

"Insurance Age" shall mean the age of a Life Assured on his last birthday.

The masculine pronoun whenever used in this Policy shall include the feminine and the singular shall include the plural unless the context indicates a different meaning.

"Affinity Group" refers to a group whose members have a commonality other than employment and whose members are not its employees, such as depositors or borrowers of banks or lending companies, passengers of transportation operators, members of professional associations, cardholders of credit card companies, members of employee's welfare associations, beneficial owners of a trust handled by a trustee, among others. In the Affinity Group, the policyholder is the association, trustee, union, and other organization to which an individual Life Assured must belong or be associated with to be insured.

## PART II: INSURING PROVISIONS APPLICABLE TO MEMBERS

## Definition of a Life Assured

"Life Assured" as used in the Policy means any person who is eligible, enrolled and insured for the insurance benefits provided for members of the Affinity Group under this Policy.

# Eligibility

# Who May Be Insured.

Eligibility Date

## Minimum Participation Requirement.

There is no required participation rate.

#### Enrollment

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

# Coverage Start Date of a Life Assured's Insurance

An eligible person for whom insurance is provided may become insured only by filing with the Policyholder written or online application for insurance in a form furnished by the Insurer for that purpose, and if required by the Insurer, by furnishing evidence of his insurability satisfactory to the Insurer and without expense to it.

Subject to the Effective Date Proviso below, the insurance for an enrolled person shall become effective on the applicable date set forth below:

- 1. If no contributions from members are required, on whichever is the latest of:
  - (a) the Coverage Start Date;
  - (b) the date he becomes eligible;
  - (c) the date of enrollment;
  - (d) the date of approval by the Insurer at its office of evidence of his insurability, if required by the Insurer; or
  - (e) in the case of a benefit added to this Policy at a date later than the Coverage Start Date, the effectivity date of the said benefit.
- 2. If contributions from members are required, on whichever is the latest of:
  - (a) the Coverage Start Date;
  - (b) the date he becomes eligible;
  - (c) the date of enrollment;

- (d) the date of approval by the Insurer at its office of evidence of his insurability, if required by the Insurer; or
- (e) in the case of a benefit added to this Policy at a date later than the Coverage Start Date, the effectivity date of the said benefit;

provided that the enrollment date is not more than thirty-one (31) days after the Coverage Start Date of the Policy, or the date on which the person first becomes eligible, if later.

When the date of enrollment is not within the said thirty-one (31) days, or whenever a person who has voluntarily terminated his insurance but has remained eligible for insurance applies for reinstatement, such person shall furnish at his own expense evidence of insurability satisfactory to the Insurer in addition to a properly completed application, and his insurance shall not become effective until the date of approval by the Insurer at its office of such application and evidence of insurability.

## Classification Change Date

The Classification Change Date with respect to insurance under this Policy shall be the effective date of the Life Assured's change in classification as certified by the Policyholder.

## Evidence of Insurability

The following may be required to submit evidence of insurability satisfactory to the Insurer:

- (a) Any person whose insurance age on his eligibility is over 65 years old.
- (b) Any person whose application for insurance is submitted to and received by the Insurer after thirty-one (31) days from his eligibility date. The expense therefor shall be personally borne by him.
- (c) Any person whose initial and/or additional amount of insurance is in excess of PhP 1.000.000.

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

#### Termination of Insurance

This Policy and the insurance of all Life Assured shall automatically terminate on the earliest of the following dates:

# **Termination of the Policy**

- (a) The date the premium falls due if written notice that this Policy will not be renewed is given to the Insurer by the Policyholder on or before said due date;
- (b) The date of receipt by the Insurer 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; or
- (d) The date of receipt by the Policyholder of the Insurer's written notice of termination when the number of Life Assured falls below the minimum participation requirement.

#### Termination of Individual Insurance

- (a) The date this Policy terminates;
- (b) The date his membership in the Affinity Group ceases;
- (c) The date he 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; or
- (d) The date he reaches normal retirement age or the date he attains his 65<sup>th</sup> birthday, whichever comes first.

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

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

#### Insurance Benefits

The insurance benefits for each Life Assured shall be in accordance with the classification, the maximum amount payable, and the limits applicable as set forth in the Insurance Schedule of the Benefits Provisions of the Policy.

## Free Look Period (Where Applicable)

As may be applicable, the Life Assured has the right to examine and cancel his/her insurance coverage under the Policy within fifteen (15) days from the date of receipt of the Proof of Cover ("Free Look Period").

The Insurer will send an email to the Life Assured's email address on record with a link to the Policy and the Proof of Cover, which will be available in Pulse via My Policies. The date that this email is sent shall be considered as the Policy Receipt Date and the fifteen (15)-day Free Look Period will begin on this date. The Life Assured will not receive a printed copy of the Policy and may instead view the policy documents via My Policies.

If the Life Assured requests for the cancellation of his/her insurance coverage within the Free Look Period, the Insurer will refund the premium paid pertaining to his/her insurance coverage under the Policy in full upon completion of the processing of the cancellation request. All obligations and liabilities of the Insurer under the Policy as to the Life Assured will end immediately upon cancellation of the insurance coverage.

## PART III: LIFE INSURANCE BENEFITS PROVISION

## Insuring Clause

Upon receipt by the Insurer of due proof of claim, the Insurer shall pay the applicable amount of insurance indicated in the Proof of Cover to the Life Assured's beneficiary, if surviving the Life Assured, or if there is no beneficiary surviving at the death of the Life Assured, to the person or persons then surviving the Life Assured in the following order of preference:

- (a) Legal Spouse
- (b) Children
- (c) Parents
- (d) Brothers and Sisters
- (e) Life Assured's Estate (represented by the executor or administrator).

An affidavit, signed by any individual belonging to the first surviving class of successive preference beneficiaries described in items (b), (c) or (d) above, stating the names and addresses of the persons belonging to such class, shall be sufficient proof to the Insurer that the person or persons so named are the sole survivors of such class.

If there are two (2) or more beneficiaries entitled to the proceeds in the same class, the proceeds shall be shared equally. Any payment made by the Insurer in good faith pursuant to this provision shall fully discharge the Insurer to the extent of the payment.

# Beneficiary

Each Life Assured shall have the right to designate his beneficiary, not disqualified by law, to whom the proceeds under this Policy shall be payable. He may designate a new beneficiary thereafter by filing at any office of the Insurer or via its designated channels a properly completed written request on a form satisfactory to the Insurer. The change of beneficiary shall take effect only when approved in writing by the Insurer.

# Assignment

No assignment of the Policy by the Policyholder shall be binding upon the Insurer unless in writing and duly received by the Insurer. The Insurer assumes no responsibility for the validity of any assignment.

No assignment by any Life Assured of any insurance under this Policy shall be valid.

## **Optional Modes of Settlement**

By giving proper written notice, any Life Assured may elect (with the right to revoke or to change such election) to have the whole or any part of the amount which would otherwise be payable to himself or to his beneficiary in a single sum paid in installments or in any other manner that may be agreed to by the Insurer. The amount and terms of payments shall be in accordance with those customarily offered by the Insurer for group life insurance policies at the time of election. If the Life Assured does not make an election, the beneficiary may do so after the Life Assured's death.

If any beneficiary dies while receiving installment payments, the remaining installments, unless otherwise disposed of, shall be commuted and paid, in a single sum, to the executor, or administrator of the estate or assigns of such beneficiary. Any such payment will release the Insurer from all further liability to the extent of such payment.

## Insurance Schedule

Classification	Amount of Insurance

#### **Premiums**

<u>Premium Rate.</u> Premium rates shall be on a per thousand of Sum Assured. The premiums to be charged for each individual Proof of Cover to be issued to each Life Assured shall be in accordance with the group premium rates currently in use by the Insurer.

The Insurer reserves the right to establish a new premium rate at the beginning of any renewal year or whenever the terms of this Policy are changed, subject to the approval of the Insurance Commission, provided, however, that the Insurer will not fix new premium rates to be effective on any date which is less than twelve (12) months after the Policy Effectivity Date. Moreover, the Insurer reserves the right to increase the premium for an individual who is required to submit evidence of insurability and is found to be substandard, or entirely decline his insurance if his evidence of insurability is found not acceptable or should the Policyholder and/or individual refuse to pay such increase in premium.

Notice of any new premium rates shall be given to the Policyholder before the date specified by the Insurer for the rates to become effective.

The gross premium rate for the benefits provided by the Benefits Provision shall be as follows:

Classification	Monthly Premium per Thousand of Amount of Insurance

<u>Computation of Premiums</u>. The method of premium calculation described below is guaranteed for twelve (12) months from the date of issue of this Policy, but may be changed thereafter by the Insurer as of any premium due date, except that an increase in premium rates may not be made more often than once in any twelve (12)-month period.

On the issue date of this Policy and on each anniversary of the date of issue after the first, an average premium rate will be established as follows:

The rate per 1,000 is established by dividing the total premium by the total amount of insurance in force by the covered persons. The rate per 1,000 of Sum Assured may be increased by the Insurer to reflect any additional hazards.

The premium for life insurance on each anniversary depends upon the age as of last birthday of the Life Assured and will increase with advancing age.

If the Policy provides Dependents Life Insurance Benefits, the average premium rate for such insurance may by mutual agreement between the Policyholder and the Insurer be determined by some method other than described above.

If premiums are payable under a mode of payment other than annual, the average rate as obtained above shall be multiplied by 0.10, 0.29, or 0.54 to obtain the monthly, quarterly, or semi-annual premium, respectively.

<u>Payment of Premiums</u>. All premiums due under this Policy, including any adjustment, are payable to the Insurer in advance at its Head Office, other duly designated offices, duly authorized agents, or through designated payment channels. This Policy shall not take effect until the first premium shall have been paid as provided herein.

The Policyholder shall be liable to pay the Insurer the pro-rata premium corresponding to the time the insurance has been kept continuously in force during the grace period after the premium due date upon which default occurs but shall not maintain the insurance under this Policy in force beyond the date when the next premium becomes payable, except as set forth in the "Grace Period" Provision.

<u>Premium for Changes in Insurance</u>. Premium for additional or increased insurance becoming effective during a policy month shall be charged from the first day of the policy month next following the date such insurance becomes effective, except that if insurance becomes effective on the first day of a policy month, the premium charge shall commence on that day.

Premium charge for insurance discontinuing during a policy month shall cease at the end of the policy month in which the insurance discontinues.

Payment of any balance due or credited on account of the first premium or adjustments in premiums due to changes in insurance by reason of additions, increases and terminations will be due when determined.

Premium charges or credits for a fraction of a premium-paying period shall be made on a pro-rata basis for the number of policy months between the date premium charges commence or cease and the end of the period for which each premium is payable.

## Conversion Privilege

<u>On Termination of Life Assured's Insurance</u>. If all or any part of a Life Assured's insurance terminates because of termination of employment or membership in an eligible class, he shall have the privilege of converting the insurance thus terminated, without evidence of insurability to an individual policy of life insurance only, subject to the following conditions:

- (a) written application for the policy and payment of the first premium thereon must be made within thirty-one (31) days after the termination of his insurance;
- (b) the individual policy shall be upon any form then customarily issued by the Insurer at the age and for the amount not in excess of the coverage under the Policy, except term insurance, provided that such policy shall not contain disability benefits nor other supplementary benefits;
- (c) the individual policy shall be effective at the end of the thirty-one (31) day period after such termination of insurance; and
- (d) the premium payable shall be at the then current rate of the Insurer applicable to the class of risk to which the Life Assured belongs and his age as of last birthday to the effective date of the individual policy applied for.

<u>On Termination of the Group Life Insurance Policy</u>. If a Life Assured's insurance terminates because this Policy terminates with respect to all insured persons or to any eligible class of which

he is a member, he shall have the privilege of converting to an individual policy in the same manner as if his individual insurance had terminated.

The amount of insurance of the individual policy upon conversion shall be equal to the amount for which his life had been insured by this Policy on the date it terminated, reduced by the amount of any group life insurance issued by or reinstated with the Insurer or any other insurer for which he may then be eligible or for which he would become eligible within thirty-one (31) days after such termination.

Whether or not the Life Assured actually applied for conversion and paid the first premium therefor, the amount of insurance he would have been entitled to convert under these provisions shall nevertheless be kept continuously in force during the thirty-one (31) day conversion period.

## **IMPORTANT NOTICE**

1. The terms and conditions of this Policy should be read carefully. If there are any questions or concerns, please contact the Insurer via https://www.prulifeuk.com.ph/en/contact-us/ or through a written request to its Head Office at the following address:

## PRU LIFE INSURANCE CORPORATION OF U.K.

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

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 Insurer 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 +632-85238461 to 70 and email address <a href="mailto:publicassistance@insurance.gov.ph">publicassistance@insurance.gov.ph</a>. The official website of the Insurance Commission is <a href="mailto:www.insurance.gov.ph">www.insurance.gov.ph</a>.