

# Master Policy Contract for Group Creditor Life



**PRU LIFE U.K.**

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TIN: 004-661-494

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

The Insurer shall pay the Amount of Insurance as stated in the Policy Specifications Page of this Policy upon receipt of due proof of: (1) Death; or (2) Total and Permanent Disablement (as the case may be) of any Insured Debtor of the Creditor (as stated in the Policy Specifications Page of this Policy), provided that the Debtor is currently insured hereunder.

This Policy is issued by the INSURER to the Creditor as of the Policy Effective Date in consideration of the Application of the Creditor, a copy of which is attached hereto and made a part hereof, and of the payment of the premium by the Creditor, as provided herein. The premium is due on the Policy Effective Date.

This Policy, including this page, the Application of the Creditor attached to this Policy, the Policy Specifications, the duly accomplished individual Application of each Insured Debtor (as appropriate) and the Declarations of the eligible Insured Debtor (as appropriate), any Riders, and Endorsements shall constitute the entire contract between the INSURER and the Creditor.

Executed by THE INSURER at its Head Office on the Policy Effective Date shown in the Policy Specifications page.

**Authorized Signatory**

Examined by \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**NON-PARTICIPATING**

**A. POLICY SPECIFICATIONS**

GROUP CREDITOR LIFE INSURANCE  
POLICY NUMBER : XXX

NAME OF CREDITOR :

POLICY EFFECTIVE DATE : XXX

MODE OF PAYMENT :

BENEFITS :

PREMIUM RATES

Issue Age	Single Premium Rate (per thousand of Amount of Insurance)

\*The above single premium rates are applicable to a loan term of one year. For loan terms other than one year, the single premium rate shall be multiplied by the term of the loan in years.

\*\*Premium rates are inclusive of documentary stamp taxes but exclusive of other taxes payable.

ELIGIBILITY CONDITIONS : All Debtors of the above Creditor who are Philippine residents and at least 21 years of age and who have not exceeded the maximum issue age limit of 60 years old on the date of inception of Indebtedness.

DECLARATION OF GOOD HEALTH AND INSURABILITY LIMIT : As indicated in the Declarations

NON-MEDICAL LIMIT :

NO EVIDENCE LIMIT :

MINIMUM NEW DEBTORS PER POLICY YEAR :

TERMINATION AGE :

EXPERIENCE REFUND :

AMOUNT OF INSURANCE :

MAXIMUM LIMIT PER LIFE :

CONTRIBUTORY/NON CONTRIBUTORY :

PARTICIPATING/NON PARTICIPATING :

Documentary stamps have been affixed and will be correspondingly affixed thereafter and properly cancelled in the Company's weekly master list of policies issued.

## **B. DEFINITION OF TERMS**

**“Anniversary”** means the same day and month as the Effective Date of a particular Insured Debtor in each succeeding calendar year.

**“Benefit”** means the benefit paid in case of Death, the amount of which is defined in the “Benefits” provision hereunder.

**“Claimant”** means the Creditor for itself or on behalf of the Insured Debtor’s heirs in case of Death of the Insured Debtor.

**“Credit”** means the credit line or other form of financial accommodation provided by the Creditor to the Insured Debtor through the use of the Credit Facility.

**“Credit Facility”** means any personal loan facility provided by the Creditor.

**“Credit Limit”** means the maximum outstanding loan balance the Insured Debtor shall be allowed under the Credit Facility.

**“Creditor”** means the policyholder providing Credit to the Debtor (including the Insured Debtor) under the Credit Facility.

**“Death”** means loss of life arising from Injury or Illness while the Insured Debtor’s insurance coverage is effective except as may be excluded under this Policy.

**“Debtor”** means a principal accountholder of a personal loan who has been nominated for insurance by the Creditor.

**“Effective Date”** or **“Effective Date of Insurance”** means the date on which the insurance coverage of a particular Insured Debtor takes effect as specified under the provisions on “Effective Date of Insurance”.

**“Event”** means the occurrence of Death.

**“Evidence of Insurability”** means either a written statement or proof of an Individual’s insurability upon which acceptance for insurance shall be determined by the INSURER.

**“Illness”** means a disease or sickness occurring after the Effective Date or occurring prior to that date, provided that advice or treatment for that disease or sickness was not sought or obtained from a Medical Practitioner, chiropractor, naturopath, or any other practitioner of a similar kind within twelve (12) months immediately prior to the Effective Date.

**“Indebtedness”** means the loan extended by the Creditor to the Debtor.

**“Injury”** means bodily injury caused by accident, directly and independently of all other causes, and which is evidenced by a visible contusion on the exterior of the body except in the case of drowning or of internal injury revealed by an autopsy

**“Insured Debtor”** means an accountholder of a personal loan facility who has been nominated by the Creditor and accepted by the INSURER for insurance pursuant to the terms of this Policy, who has not cancelled his coverage, and with respect to whom premium has been remitted to the INSURER.

**“Maximum Limit”** shall mean the aggregate maximum amount of insurance a Debtor is entitled to apply and be covered under this Policy.

**“Medical Practitioner”** means a person legally licensed to practice medicine and/or surgery other than the Insured Debtor or a member of the Insured Debtor’s immediate family.

**“No Evidence Limit”** shall mean the maximum issue age and maximum coverage amount at which a Debtor will not be required to submit evidence of insurability.

**“Non-Medical Limit”** means the maximum coverage amount at which a Debtor will not be required to undergo medical examinations unless adverse condition is noted.

**“Policy”** whenever used without qualification means this Policy.

**“Policy Effective Date”** means the date on which the Policy takes effect as specified in the Policy Specifications page.

**“Policy Anniversary”** means the same day and month as the Policy Effective Date in each succeeding calendar year.

**“Policy Year”** means a period of twelve (12) months from the Policy Effective Date or a Policy Anniversary.

The masculine pronoun as used in this Policy includes the feminine and the singular shall include the plural, wherever the context requires.

## **C. GENERAL PROVISIONS**

### **1. BENEFITS**

In case of Death of the Insured Debtor while the insurance is in force, the INSURER will pay the Amount of Insurance as stated in the Certificate of Coverage in accordance with Section C.12 hereof.

### **2. ENTIRE CONTRACT**

This Policy, the application of the Creditor, the individual application form of Insured Debtors (if applicable), declaration (if applicable), riders and endorsements, copies of which are attached hereto, constitute the entire contract between the parties.

All statements made by the Creditor or the Debtors shall be deemed representations and not warranties and no statement made by a Debtor shall void the insurance or be used in defense to a claim hereunder unless a copy of the instrument containing such statement is or has been furnished to such Debtor or the Creditor.

### **3. CERTIFICATE OF INSURANCE OF THE INSURED DEBTOR**

The INSURER will issue to the Creditor for delivery to each Insured Debtor an individual certificate setting forth a statement as to the insurance protection to which he is entitled to, and a statement that the Policy provides that any amount paid hereunder at the Death of the Insured Debtor shall be in accordance with the terms of and to the extent allowed under this Policy. Such certificate shall not be deemed part of this Policy. In the event of discrepancy or dispute, the provisions of this Policy shall prevail.

### **4. AVAILABILITY OF MASTER POLICY**

The Master Policy on file with the Creditor shall be available for inspection, reading, or copying by the Insured Debtors at all reasonable times upon presentation of due proof of coverage.

## **5. ENROLLMENT**

Written or online enrollment, as applicable, on forms satisfactory to the INSURER, or voice-recorded enrollment with the Creditor, is required for each eligible Debtor in respect of whom an application for insurance under this Policy is being made. Upon request of the INSURER, records pertaining to the Debtor's enrollment shall be submitted to the INSURER by the Creditor within a mutually agreed-upon timeframe.

## **6. MISSTATEMENT OF AGE**

If the age of a Debtor has been misstated, the insurance payable will be the amount to which he is entitled to under this Policy, but adjustments on premium payments will be made so that the Creditor shall pay the INSURER the actual premiums applicable at the true age of the Debtor. If according to the correct age of a Debtor he is not eligible for coverage under this Policy, the liability of the INSURER shall be limited to the refund of all the premiums paid.

## **7. INCONTESTABILITY**

The individual Insurance of the Insured Debtor shall not be contested after it has been in force during the lifetime of the Insured Debtor for a period of two (2) years from the Effective Date of the Insured Debtor's coverage.

## **8. PAYMENT OF PREMIUM**

On the Policy Effective Date, the premium rate per thousand of insurance to be paid by the Creditor to the INSURER shall be as stated in the Policy Specifications Page. The rates shall, at any time, be subject to adjustments as the INSURER may make.

## **9. SUICIDE**

The INSURER shall not be liable if the Insured Debtor dies by suicide within two (2) years from the Effective Date, provided however, that suicide committed in a state of insanity will be compensable regardless of the date of commission.

Where the death benefit is not payable, the INSURER's liability shall be limited to the return of premiums.

## **10. RECORDS AND INFORMATION TO BE FURNISHED**

Within fifteen (15) days from the first day of each calendar month, the Creditor shall furnish the INSURER in writing, such information as may be necessary for the purpose of computing the premium due on the first day of such month and such other information as required in said form.

The Creditor shall also furnish the INSURER, upon the latter's request, information about the Insured Debtor as may reasonably affect the administration of the insurance and determination of future premium rates and shall maintain a record for each Insured Debtor containing essential particulars of the insurance including his date of birth.

The Policyholder shall upon fifteen (15) Business Days' prior written notice by the INSURER (or such shorter period as maybe legally required), subject to applicable law, and within reasonable business time, allow the INSURER and its duly authorized representatives to inspect records relating to the insurance provided in this Policy as the Insurer may from time-to-time reasonably request, except legally privileged documents.

## **11. TERMINATION OF POLICY**

By giving written notice to the Creditor at least thirty-one (31) days prior to the effective date of termination, the INSURER may terminate this Policy on or after the first Policy anniversary and may decline to insure all Debtors with respect to Indebtedness contracted on or after the date of issuance of this Policy:

- (a) if the number of new Debtors who become insured under this Policy during any Policy Year is less than the minimum number of Debtors stated in the Policy Specifications page; or
- (b) if the INSURER determines, at any time, that within a period of 12 months from the date of issue, less than 20% of the eligible Debtors incurring Indebtedness to the Creditor have applied for insurance and have agreed in writing to pay premium charges for such insurance.

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

## **12. PAYMENT OF PROCEEDS**

The INSURER shall pay the Amount of Insurance as stated in the Certificate of Coverage. The amount so paid shall be applied to the payment of the Indebtedness of the Insured Debtor to the Creditor. Any amount in excess of the outstanding Indebtedness after payment to the Creditor shall be paid by the INSURER to the first surviving class of the following order of beneficiaries, in the following order of precedence: the Insured Debtor's (1) Legal spouse, (2) Children, (3) Parents, (4) Siblings, (5) Estate (represented by the executor or administrator).

For avoidance of doubt, the outstanding Indebtedness to be paid by the Insurer will not exceed the Amount of Insurance in the Certificate of Coverage and Maximum Limit on the life of any Insured Debtor.

Payment by the INSURER of any Benefit with respect to an Insured Debtor shall discharge the INSURER of all further liability with respect to such amount paid for such Insured Debtor.

The INSURER shall require satisfactory evidence regarding the amount of the Insured Debtor's Indebtedness from the Creditor as an indispensable requirement to the payment of any Benefit.

## **13. CLAIM PROCEDURES**

No Benefits shall be payable under the Policy unless:

- a) 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 any of the Events giving rise to a Benefit. Failure to give notice within this time shall

- not invalidate nor reduce any claim if it can be shown that it was not reasonably possible to do so and that notice was given as soon as reasonably possible;
- b) The Claimant completes the standard claims form issued by the INSURER and produces at no cost to the INSURER such evidence to substantiate the claim to the INSURER's satisfaction and as it may reasonably require;
  - c) The Claimant provides proof of the Insured Debtor's age when required by the INSURER.
  - d) If required by the INSURER, a *postmortem* examination of the Insured Debtor is carried out, unless forbidden by law, the cost of which is borne by the INSURER.

#### **14. GENERAL EXCLUSIONS**

Benefits payable upon Death of the Insured Debtor under the Policy shall be in accordance with the provisions for Misstatement of Age, Incontestability and Suicide, as defined above.

#### **15. AMENDMENT AND ALTERATION OF CONTRACT**

This Policy may be amended or changed at any time, with prior written notice to but without the consent of the Debtors insured hereunder, by written agreement between the Creditor and the INSURER, subject to any regulatory approval that may be required.

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.

#### **16. CLERICAL OR OTHER ERRORS**

No clerical or mechanical error by the Creditor or by the INSURER shall alter the commencement or termination of any insurance under this Policy.

#### **17. NO ASSIGNMENT**

The insurance under this Policy is non-assignable.

#### **18. ARTICLE 1250 (R.A. NO. 386)**

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

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

shall not apply to any of the payments made or to be made under this Policy.

## **19. CONFORMITY WITH LAW**

If any provision of this Policy is contrary to any applicable law, such provision is hereby amended to conform thereto and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

## **20. LEGAL PROCEEDINGS**

The venue of any action to enforce the obligation arising from this Policy shall be the proper court in the place of execution of this Policy or in any other place mutually acceptable to both parties.

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

## **D. INSURING PROVISIONS APPLICABLE TO MEMBERS**

### **1. DEBTORS ELIGIBLE FOR INSURANCE**

The types of Debtors who are eligible for insurance hereunder shall be those Debtors whose indebtedness to the Creditor is of the following types:

*Balances under personal loan of principal borrowers not exceeding the Maximum Limit on the Life of any Debtor.*

Provided, that no insurance will be effected with respect to any person who has already attained the age of 65 and that no Benefits will be paid to any Insured Debtor on or after the Anniversary immediately following his 65<sup>th</sup> birthday.

All other types of indebtedness shall not be eligible for insurance hereunder.

Only one Debtor as defined herein shall be eligible for insurance with respect to any one indebtedness subject to the maximum limit per life indicated in the Policy Specifications page. The eligible Debtor shall be the person designated by the Creditor's records as the principal obligor with respect to the indebtedness.

### **2. EFFECTIVE DATE OF INSURANCE**

Except as provided in the Sections entitled "Termination of Individual Insurance", each Debtor, upon written request in a form approved by the INSURER and upon payment of the corresponding premium to the INSURER by the Creditor, shall become insured with respect to the Debtor's indebtedness on the date the loan has been approved and paid out by the Creditor or on the date the insurance has been approved, whichever is later, but not earlier than the Policy Effective Date.

No insurance will take effect unless the Creditor shall have paid the corresponding initial premium to the INSURER.

### **3. TERMINATION OF INDIVIDUAL INSURANCE**

The insurance of an Insured Debtor with respect to an Indebtedness shall automatically terminate immediately on the earliest of the following dates:



- i. The date the Indebtedness of the Insured Debtor to the Creditor is completely discharged, including, but not limited to refinancing or renewal; or
- ii. The date when the ownership of such Indebtedness is transferred or assigned to a creditor other than the Creditor; or
- iii. Upon approval by the INSURER of the Insured Debtor's written or electronic request to terminate the individual insurance; or
- iv. The Anniversary immediately following the Insured Debtor's 65th birthday; or
- v. The Death of the Insured Debtor; or
- vi. The occurrence of an event giving rise to a Total and Permanent Disablement, where applicable; or
- vii. Termination of the Policy.

#### **4. PRE TERMINATION OF INDIVIDUAL INSURANCE**

In case of the pre-termination of insurance, the Insured Debtor is entitled to a termination value which shall be computed in accordance with the rates shown in Annex A and B. The schedule of the termination value, which is decreasing over time, is expressed as per 1,000 of Amount of Insurance as indicated in the Certificate of Coverage.

The INSURER shall pay to the Insured Debtor the termination value at the time of the pre-termination of insurance of the Insured Debtor.

The termination value is not loanable and is available only upon pre-termination of insurance.

#### **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 [publicassistance@insurance.gov.ph](mailto:publicassistance@insurance.gov.ph). The official website of the Insurance Commission is [www.insurance.gov.ph](http://www.insurance.gov.ph).

## Annex A. Group Creditor Life Schedule of Termination Value

(as per 1,000 of Amount of Insurance)

for Age 21-60

Duration (in months)	Loan Tenor				
	12-month	24-month	36-month	48-month	60-month
M1	1.45	3.00	4.51	5.99	7.44
M2	1.32	2.87	4.38	5.87	7.32
M3	1.19	2.74	4.26	5.74	7.20
M4	1.06	2.61	4.13	5.62	7.08
M5	0.92	2.48	4.01	5.50	6.96
M6	0.80	2.36	3.88	5.37	6.84
M7	0.67	2.23	3.76	5.25	6.72
M8	0.53	2.10	3.63	5.13	6.60
M9	0.40	1.97	3.51	5.00	6.48
M10	0.27	1.84	3.38	4.88	6.36
M11	0.14	1.71	3.25	4.76	6.23
M12	0.00	1.58	3.12	4.64	6.11
M13	0.00	1.45	3.00	4.51	5.99
M14	0.00	1.32	2.87	4.38	5.87
M15	0.00	1.19	2.74	4.26	5.74
M16	0.00	1.06	2.61	4.13	5.62
M17	0.00	0.92	2.48	4.01	5.50
M18	0.00	0.80	2.36	3.88	5.37
M19	0.00	0.67	2.23	3.76	5.25
M20	0.00	0.53	2.10	3.63	5.13
M21	0.00	0.40	1.97	3.51	5.00
M22	0.00	0.27	1.84	3.38	4.88
M23	0.00	0.14	1.71	3.25	4.76
M24	0.00	0.00	1.58	3.12	4.64
M25	0.00	0.00	1.45	3.00	4.51
M26	0.00	0.00	1.32	2.87	4.38
M27	0.00	0.00	1.19	2.74	4.26
M28	0.00	0.00	1.06	2.61	4.13
M29	0.00	0.00	0.92	2.48	4.01
M30	0.00	0.00	0.80	2.36	3.88
M31	0.00	0.00	0.67	2.23	3.76
M32	0.00	0.00	0.53	2.10	3.63
M33	0.00	0.00	0.40	1.97	3.51
M34	0.00	0.00	0.27	1.84	3.38
M35	0.00	0.00	0.14	1.71	3.25
M36	0.00	0.00	0.00	1.58	3.12
M37	0.00	0.00	0.00	1.45	3.00
M38	0.00	0.00	0.00	1.32	2.87
M39	0.00	0.00	0.00	1.19	2.74
M40	0.00	0.00	0.00	1.06	2.61
M41	0.00	0.00	0.00	0.92	2.48
M42	0.00	0.00	0.00	0.80	2.36
M43	0.00	0.00	0.00	0.67	2.23
M44	0.00	0.00	0.00	0.53	2.10
M45	0.00	0.00	0.00	0.40	1.97
M46	0.00	0.00	0.00	0.27	1.84
M47	0.00	0.00	0.00	0.14	1.71
M48	0.00	0.00	0.00	0.00	1.58
M49	0.00	0.00	0.00	0.00	1.45
M50	0.00	0.00	0.00	0.00	1.32
M51	0.00	0.00	0.00	0.00	1.19
M52	0.00	0.00	0.00	0.00	1.06

M53	0.00	0.00	0.00	0.00	0.92
M54	0.00	0.00	0.00	0.00	0.80
M55	0.00	0.00	0.00	0.00	0.67
M56	0.00	0.00	0.00	0.00	0.53
M57	0.00	0.00	0.00	0.00	0.40
M58	0.00	0.00	0.00	0.00	0.27
M59	0.00	0.00	0.00	0.00	0.14
M60	0.00	0.00	0.00	0.00	0.00

## GROUP TOTAL AND PERMANENT DISABLEMENT RIDER

Forms Part of Master Policy Contract for Group Creditor Life under Group Creditor Life Insurance Policy No. \_\_\_\_\_

Upon effectivity of this Rider, the INSURER shall, subject to the limitations and provisions of the Group Creditor Life Insurance Policy (the "Policy") and this Rider, extend the coverage of the Policy to, and insure the Insured Debtor against, Total and Permanent Disablement as defined below. Upon receipt and approval by the INSURER of due proof that the Insured Debtor has suffered from a Total and Permanent Disablement during the effectivity of this Rider, the INSURER will pay the Amount of Insurance as stated in the Certificate of Coverage. The amount so paid shall be applied to the payment of the Indebtedness of the Insured Debtor to the Creditor. Any amount in excess of the outstanding Indebtedness shall be paid by the INSURER to the Insured Debtor.

This Rider is an integral part of, and should be read in conjunction with, the Policy. This Rider shall at all times be subject to the terms and provisions, conditions, exclusions, and limitations of the Policy.

### DEFINITION OF TERMS

Defined terms in the Policy shall have the same meaning when used in this Rider except when otherwise defined herein, and unless the context otherwise dictates. For the purpose of this Rider, the following Definitions apply:

**"Benefit"** means the benefit paid in case of Total and Permanent Disablement.

**"Claimant"** means the Creditor for itself or on behalf of the Insured Debtor in case of Total and Permanent Disablement.

**"Event"** means the occurrence of Total and Permanent Disablement.

**"Total and Permanent Disablement"** means disablement caused by Injury or Illness except as specifically excluded under the policy and as a result of which the Insured Debtor is rendered unable to earn income for a period of six consecutive months in any occupation, trade or profession for which the Insured Debtor could reasonably be expected to be suited through education, training or experience, and the INSURER is satisfied that the Insured Debtor will be so rendered indefinitely. This six-month qualifying period may be waived at the absolute discretion of the INSURER. Total and Permanent Disablement also includes loss of use of two limbs; or loss of sight of both eyes; or loss of use of one eye and one limb; or paralysis or paraplegia.

### PREMIUMS

The Rider contract is issued in consideration of the application therefor, and of the payment in advance of the premium based on the rate per thousand as stated in the Policy Specifications Page, which is already inclusive of this rider's premium.

### NOTICE OF TOTAL AND PERMANENT DISABLEMENT

Written notice of Total and Permanent Disablement upon which a claim is based must be submitted to the INSURER at any of its offices or through its designated channels during the lifetime of the Insured Debtor and during the continuance of the Total and Permanent Disablement. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown that it was not reasonably possible to give such notice and that notice was given as soon as reasonably possible.

Proof of occurrence of Total and Permanent Disablement must be supported by:

- Written statement from a Medical Practitioner;
- Confirmatory investigations including, but not limited to, clinical, radiological, histological and laboratory evidence.

If required by the INSURER, the Insured Debtor must undergo medical examinations by a Medical Practitioner appointed by the INSURER, the cost of which shall be borne by the INSURER.

### **GENERAL EXCLUSIONS**

No Benefits for Total and Permanent Disablement will be payable under the Policy where the Event arises from:

- a) Total and Permanent Disablement occurring 12 months prior to the Effective Date or prior to the date of last reinstatement of the Insured Debtor's individual insurance;
- b) Any injury which was deliberately self-inflicted;
- c) The effects of or complications arising from pregnancy;
- d) Travel in or descent from an aircraft or any other aerial device except with regard to a person traveling as a passenger, not as an operator or crew member, of an aircraft being used by a commercial passenger airline and operated by a licensed pilot over its established route;
- e) Any kind of war, declared or not, strikes, riot, civil war, revolution, insurrection or any warlike operations;
- f) Engaging in military duty with any armed forces of any country or international authority or in a civilian force auxiliary thereto;
- g) The influence of any narcotic, alcohol, drugs, other than proper use of drugs prescribed by a Medical Practitioner, poison, gas or fumes voluntarily or involuntarily taken, administered, absorbed or inhaled except as a result of an accident arising from a hazard incident to the Insured Debtor's occupation;
- h) Disablement of an Insured Debtor which can be attributed to a specific condition or illness (or aggravated by a specific condition or illness) of which the Creditor had been notified by the INSURER at or prior to the Effective Date as being excluded from cover;
- i) Any Disablement resulting directly or indirectly from:
  - (i) Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC) as defined by the World Health organization from time to time; or
  - (ii) The presence of Human Immunodeficiency Virus (HIV) as revealed by a positive HIV anti-body or HIV test.
- j) Provoked assault, or participation in an assault or brawl, whether provoked or unprovoked;
- k) Murder, or any attempt thereof, as defined under Article 248 of the Revised Penal Code;
- l) Any loss in which the proximate cause was the Insured Debtor's attempt at, or commission of or willful participation in any act or crime punishable under the Revised Penal Code of the Philippines or any other statute except crimes of reckless imprudence as defined in Article 365, or similar laws of any country in which the crime was attempted or committed, or resistance to lawful arrest;
- m) Engaging in or practicing for or taking part in training particular to aqualung or scuba diving, climbing or mountaineering necessitating the use of ropes or guides, potholing,

parachuting, hang-gliding, winter sports, professional sports with the exception of basketball, or racing other than on foot, or participating in any dangerous sports.

## **LEGAL PROCEEDINGS**

Unless the claim has been rejected, no action at law or in equity shall be brought to recover on this Rider prior to the expiration of 60 days after the proof of loss has been filed in accordance with the requirements of this Rider. Neither shall such action be brought at all unless brought within two years from the expiration of the time within which proof of loss is required by this Rider.

## **TERMINATION OF INSURANCE**

Coverage of the Insured Debtor under this Rider shall automatically terminate on the earliest date of the following.:

- a) the date when the Policy is terminated;
- b) the date when this Rider is terminated;
- c) the date when the individual coverage is terminated;
- d) the date of the first occurrence of an event on which this benefit becomes payable;
- e) The Anniversary immediately following the Insured Debtor's 65th birthday; or
- f) the date the Insured Debtor ceases to be eligible for insurance under the Policy.

Termination of this Rider shall be without prejudice to any claim arising prior to such termination.

The INSURER may terminate the coverage under this Rider based on the following:

- a) conviction of a crime arising out of acts increasing the hazard insured against;
- b) discovery of fraud or material misrepresentation;
- c) discovery of willful or reckless acts or omissions increasing the hazard insured against;  
or
- d) a determination by the Insurance Commissioner that the continuation of this Rider would violate or would place the INSURER in violation of the Insurance Code.

All notices of termination shall be in writing, mailed or delivered to the Creditor at the address shown in the Policy, and shall state which of the grounds mentioned above is relied upon and that, upon written request of the Creditor, the INSURER will furnish the facts on which the termination is based.

## **EFFECTIVITY**

This Rider is made part of the Policy, and becomes effective on the Policy Effective Date, unless otherwise specified.

## Annex B. TPD Schedule of Termination Value

(as per 1,000 of Amount of Insurance)

*for Age 21-60*

Duration (in months)	Loan Tenor				
	12-month	24-month	36-month	48-month	60-month
M1	0.16	0.34	0.51	0.68	0.84
M2	0.15	0.32	0.50	0.67	0.83
M3	0.14	0.31	0.48	0.65	0.81
M4	0.12	0.30	0.47	0.64	0.80
M5	0.11	0.28	0.45	0.62	0.79
M6	0.09	0.27	0.44	0.61	0.77
M7	0.08	0.25	0.43	0.60	0.76
M8	0.06	0.24	0.41	0.58	0.75
M9	0.05	0.23	0.40	0.56	0.73
M10	0.04	0.21	0.38	0.56	0.72
M11	0.02	0.20	0.37	0.54	0.71
M12	0.00	0.18	0.36	0.52	0.69
M13	0.00	0.16	0.34	0.51	0.68
M14	0.00	0.15	0.32	0.50	0.67
M15	0.00	0.14	0.31	0.48	0.65
M16	0.00	0.12	0.30	0.47	0.64
M17	0.00	0.11	0.28	0.45	0.62
M18	0.00	0.09	0.27	0.44	0.61
M19	0.00	0.08	0.25	0.43	0.60
M20	0.00	0.06	0.24	0.41	0.58
M21	0.00	0.05	0.23	0.40	0.56
M22	0.00	0.04	0.21	0.38	0.56
M23	0.00	0.02	0.20	0.37	0.54
M24	0.00	0.00	0.18	0.36	0.52
M25	0.00	0.00	0.16	0.34	0.51
M26	0.00	0.00	0.15	0.32	0.50
M27	0.00	0.00	0.14	0.31	0.48
M28	0.00	0.00	0.12	0.30	0.47
M29	0.00	0.00	0.11	0.28	0.45
M30	0.00	0.00	0.09	0.27	0.44
M31	0.00	0.00	0.08	0.25	0.43
M32	0.00	0.00	0.06	0.24	0.41
M33	0.00	0.00	0.05	0.23	0.40
M34	0.00	0.00	0.04	0.21	0.38
M35	0.00	0.00	0.02	0.20	0.37
M36	0.00	0.00	0.00	0.18	0.36
M37	0.00	0.00	0.00	0.16	0.34
M38	0.00	0.00	0.00	0.15	0.32
M39	0.00	0.00	0.00	0.14	0.31
M40	0.00	0.00	0.00	0.12	0.30
M41	0.00	0.00	0.00	0.11	0.28
M42	0.00	0.00	0.00	0.09	0.27
M43	0.00	0.00	0.00	0.08	0.25
M44	0.00	0.00	0.00	0.06	0.24
M45	0.00	0.00	0.00	0.05	0.23
M46	0.00	0.00	0.00	0.04	0.21
M47	0.00	0.00	0.00	0.02	0.20
M48	0.00	0.00	0.00	0.00	0.18
M49	0.00	0.00	0.00	0.00	0.16
M50	0.00	0.00	0.00	0.00	0.15
M51	0.00	0.00	0.00	0.00	0.14
M52	0.00	0.00	0.00	0.00	0.12

M53	0.00	0.00	0.00	0.00	0.11
M54	0.00	0.00	0.00	0.00	0.09
M55	0.00	0.00	0.00	0.00	0.08
M56	0.00	0.00	0.00	0.00	0.06
M57	0.00	0.00	0.00	0.00	0.05
M58	0.00	0.00	0.00	0.00	0.04
M59	0.00	0.00	0.00	0.00	0.02
M60	0.00	0.00	0.00	0.00	0.00