



LIFE PLAN CONTRACT

GENERAL PROVISIONS

I. AGREEMENT

This Life Plan Contract is issued in consideration of your Application and payment of the first Life Plan premium, including handling and other charges, and is conditioned on our approval of your application.

This Life Plan Contract including the Application, together with any annexes, riders or endorsements duly signed by any of our authorized officers constitutes the entire contract. No statement, promise or inducement made by any person or through any agent, employee or representative not contained herein shall be binding or valid.

This Life Plan Contract may not be amended, endorsed or otherwise changed except through a written document signed by the President or other officers duly authorized by the Board of Directors of the Company at the time of the amendment. Further, any such modification must be made in writing and submitted to the Insurance Commission for prior approval.

II. DEFINITION OF TERMS

In this Life Plan Contract the words “you” or “your” refer to the Planholder named in the Life Plan Application Form. The words “we”, “us” and “our” or the “Company” refer to New Life Memorial Plan, Inc.

“APPLICATION” refers to the Life Plan Application Form filed by the Planholder upon application for this Life Plan Contract.

“BENEFICIARY” means the person indicated as such in the Application and is the designated recipient of the pre- need benefits and/or insurance proceeds whenever applicable.

“GROSS CONTRACT PRICE”, refers to the stipulated price paid by the Planholder for the purchase of this Plan Contract including handling and other charges.

“GRACE PERIOD”, refers to the sixty (60)-day period counted from the due date of the first unpaid premium within which the Planholder may settle his account. During the Grace Period, this Life Plan Contract is still considered in force.

“LAPSED PLAN” refers to a delinquent Life Plan that has remained unpaid beyond the Grace Period. A Lapsed Plan has no force and effect.

“MEMORIAL SERVICE BENEFIT” refers to the worth of the memorial service to be rendered by an accredited servicing mortuary of the Company, as stated in the Schedule of Memorial Service Benefits and Termination Values, in consideration of your full payment of the Gross Contract Price, as described under this Life Plan Contract.

“TERMS OF PAYMENT” refers to the number of years you have to pay for the Gross Contract Price in monthly, quarterly, semi-annual, annual premium or lump sum.

“PLAN ANNIVERSARY” refers to a day recurring on the same date as the Plan’s issue date each year.

“PREMIUM” refers to the monthly, quarterly, semi-annual, annual amounts paid by the Planholder.

“TERMINATION VALUE” refers to the amount payable upon the termination of this Plan Contract as indicated in the Schedule of Memorial Service Benefits and Termination Values attached to this Plan Contract.

“PLANHOLDER” means the person named in the Application who purchases pre-need plans for whom or for whose beneficiaries’ benefits are to be delivered, as stipulated and guaranteed by the pre-need company. The term includes the assignee, transferee and any successor-in-interest of the Planholder.

“REINSTATEMENT PERIOD” refers to the two (2)-year period after the end of the Grace Period where a Planholder may re-activate his/her Lapsed Life Plan.

III. ELIGIBILITY

If your age was misstated in the Application and your true age at that time was beyond the maximum entry age, you or your beneficiary shall not be entitled to any of the benefits of this Life Plan Contract. All your payments shall be refunded accordingly without interest, provided, that you or your beneficiary surrender your Life Plan Contract and all supporting documents associated with the same. After all the payments made are paid to you or your beneficiary, we shall be discharged from any liability or obligation under this Life Plan Contract.

IV. PLAN BENEFITS

1. MEMORIAL SERVICE BENEFIT

In consideration of your full payment of the Gross Contract Price, we guarantee, upon death of the Planholder, subject to the terms and conditions of this Life Plan Contract, to arrange and provide for the funeral services, casket and such other furnishings for the final rites and burial services equal to the Memorial Service Benefit as stated in the attached Schedule of Memorial Service Benefits and Termination Values. The administration of such services shall be performed exclusively by the accredited Mortuary of the company.

2. PROFESSIONAL ADMINISTRATION OF MEMORIAL SERVICE

In case of Planholder’s death, we shall render professional administration of the memorial service package through the Mortuary.

PHASE I – FIRST CALL – We will act as the Planholder’s administrator to see to it that the servicing mortuary personnel shall coordinate with the authorized family representative for the release of the body from the place of death, assist in processing of the death certificates from the place of death or attending physician and transport the body to the mortuary.

PHASE II – PRESERVATION, COSMETICS AND ARRANGEMENT – We will see to it that the servicing mortuary performs the following initial services: proper preservation of the body, restoration of disfigured features, when possible, and application of needed cosmetics on the body and placement of the body in the chosen casket. For Cremation packages, we will see to it that the servicing mortuary performs a solemn and dignified cremation service.

PHASE III – FINAL ARRANGEMENTS AND VIEWING – We will see to it that the servicing mortuary takes care of the arrangements and provides facilities for the dignified and solemn viewing of the body in the mortuary, church, temple or home. Final consultation with the family will be undertaken on the details of the arrangements.

PHASE IV – INTERMENT – We will see to it that the funeral cortege leaves on time as scheduled, provide an appropriate coach for the deceased, appropriate music upon request, and coordinate activities to the satisfaction of all ethnic and religious groups.

3. TRANSPORTATION

If the Planholder’s death occurs or his body otherwise requires transport within 25 kilometers from Mortuary, we shall provide transport of the body with no additional charge to the Mortuary premises and facilities. If the aforementioned distance exceeds 25 kilometers, we likewise agree to provide assistance in arranging for the contracted memorial service, provided that any additional expenses for transportation beyond the stated distance shall be borne by the Planholder’s family.

4. EXTRA SERVICES AND ITEMS NOT INCLUDED

We will use all reasonable effort to provide such extra or upgrade services as may be requested by your family to ensure satisfaction, with the understanding that any additional cost for services not included in this Plan Contract or beyond the Memorial Service Benefit shall be borne by the Planholder’s family, heirs, beneficiary/ies, executor/s or administrator/s and for which the Mortuary may directly charge such Planholder’s family, heirs, beneficiary/ies, executor/s or administrator/s.

5. REQUEST FOR RENDITION OF MEMORIAL SERVICE

We shall have the sole and exclusive right to make all negotiations and necessary arrangements with Mortuary in connection with the contracted memorial service. Any extra or upgrade services shall be directly negotiated between you and the Mortuary.

Time being of the essence, it is the responsibility of your family, heirs, beneficiary/ies, executor/s or administrator/s to give immediate notification to us in person or by telephone or other form of communication in order for us to make the necessary arrangements for the rendition of memorial services.

If the Planholder’s family will negotiate directly with another mortuary for the rendition of memorial services, we will consider the plan unrendered in



accordance with the provision on Unrendered Services.

V. GROSS CONTRACT PRICE

You agree to pay the Gross Contract Price, plus handling and other charges, if any, under this Plan Contract, according to the selected mode of payment on the designated due dates. You may pay at any of our offices or through our authorized representatives or through auto-debit facility without any need of notice or demand. We only honor payments acknowledged by our official receipts. In case death occurs prior to full payment of the Gross Contract Price, the beneficiary may opt to continue to pay the unpaid balance of the Gross Contract Price or surrender this Life Plan Contract for its Termination Value.

VI. GRACE PERIOD

You are given a Grace Period of sixty (60) days from due date to pay for any premium due. If the applicable premium is not paid after said period, this Life Plan shall lapse.

VII. REINSTATEMENT

You have two (2) years from the end of the grace period to reinstate this Plan Contract. If you do not reinstate this Life Plan Contract before the end of the two (2) year reinstatement period despite written notice, this Life Plan Contract shall be automatically cancelled and all payments made shall be forfeited as liquidated damages.

To reinstate, you have to submit an application for reinstatement, in a standard Company form provided by us, for our approval.

All overdue premiums are paid with surcharge at a rate prevailing at the time of reinstatement, plus processing fee and other charges, if any.

Any payment by you after the Grace Period shall be reimbursed to you unless you duly reinstate this Life Plan Contract within the Reinstatement Period and in accordance with this Section. However, despite us notifying you that your payment is after the Grace Period, should we still receive further payments from you, we shall still reimburse to you but charge you our prevailing administrative fee to effect the reimbursement.

If you are still qualified for insurance, your insurance coverage will be contestable for a period of one (1) year from the date of reinstatement. If you are no longer insurable, you may continue paying without any insurance coverage.

VIII. INSURANCE COVERAGE

We shall enroll you under a Group Life Insurance Policy issued by a reputable insurance company, provided you are in good health as you represented in your Application and you are not below 18 years old or above 64 years old on the date your coverage for insurance was approved by the Insurer. Your

insurance coverage shall be subject to the terms and conditions of the said insurance policy.

You shall be enrolled under the following:

1. CREDIT LIFE INSURANCE

The Credit Life Insurance provides coverage on the unpaid balance of the Gross Contract Price.

This insurance coverage shall terminate upon death of the Planholder during the Paying Period of the Plan, upon the end of Paying Period of the Plan or upon your attainment of age 65, whichever comes first.

2. TOTAL AND PERMANENT DISABILITY BENEFIT

If you become totally and permanently disabled before attaining age 65, and such disability continues uninterruptedly for a period of not less than one hundred eighty (180) days, you may apply for a disability claim under this Plan Contract, upon submission of due proof of Total and Permanent Disability within ninety (90) days after the occurrence of such disability. If the disability claim is approved, the proceeds shall be applied to 100% of the balance of the Gross Contract Price.

Pending approval of the disability claim by the Insurer, you shall continue to pay for the premiums as they fall due.

Once your claim is approved, all premium payments which you may have made from the date of disability up to the time of approval shall be refunded to you provided that you have not yet attained age 65 on the date of disability.

This insurance coverage shall terminate upon approval of the disability claim during the Paying Period of the Plan, upon the end of Paying Period of the Plan or upon your attainment of age 65, whichever comes first.

3. ACCIDENTAL DEATH BENEFIT INSURANCE

If you suffer, directly and independently of all other causes, any accidental bodily injury which results in any of the specified losses described in the attached benefit schedule within one hundred eighty (180) days after the date of the accident causing the loss, the Insurer shall pay the indemnities equal to 100% of the Gross Contract Price.

This insurance coverage shall terminate after 20 years from the Effective Date or upon your attainment of age 65, whichever comes first.

4. YEARLY RENEWABLE TERM INSURANCE

You are also enrolled for Term Insurance Coverage under such terms and conditions of the Insurer. The insurance benefit shall be equal to 100% of the Gross Contract Price.

This insurance coverage shall terminate after 20 years from the Effective Date or upon your attainment of age 65, whichever comes first.

IX. INCONTESTABILITY

The contestability period for any of the above insurance benefits shall be one (1) year from the Effective Date of this Life Plan Contract or from date of last reinstatement.

X. BENEFICIARY

You have the right to change the beneficiary/ies designated in the Application.

If you do not qualify for the insurance benefits under the Insurance Coverage and you die within the Terms of Payment, or if this Life Plan Contract is issued with insurance benefits and you die and the claim for insurance is disapproved by the Insurer, your Beneficiary will have the following options to choose from:

1. request for the transfer of the Plan in his/her name and after approval of the request for transfer, your Beneficiary may continue paying the balance of the Gross Contract Price. Your Beneficiary will be entitled to the memorial service benefit subject to the Transferability section of the Life Plan Contract; or
2. terminate this Life Plan and avail of the Termination Value.

XI. TERMINATION VALUE

While this Life Plan Contract is in force, you may surrender this Life Plan Contract and you will be entitled to Termination Value, if any, as shown in the Schedule of Memorial Service Benefits and Termination Values attached to this Life Plan Contract.

After the Termination Value has been paid to you, we shall be discharged from any liability or obligation in this Life Plan Contract.

XII. TRANSFERABILITY

You may request us to transfer your rights and privileges under this Life Plan Contract to another person, subject to the following conditions:

1. You must submit your request in writing, in a Company form provided by us, plus a new Application signed by the person to whom it is to be transferred;
2. this Life Plan Contract must be in force at the time of transfer;
3. you must pay the appropriate charges, if any;
4. you must surrender your Life Plan Contract, including all its attachments, and Certificate of Full Payment if fully paid;
5. the transfer will be subject anew to the one (1) year contestability period;
6. all benefits under the Insurance Coverage section will be terminated;
7. Memorial Service Benefit will be the same as stated in the attached Schedule of Memorial Service Benefits and Termination Values; and
8. all other terms and conditions of this Life Plan Contract shall apply.

We are not bound by any transfer of this Life Plan Contract if it is not recorded and approved at our Head Office or any of our authorized branch offices. We are not responsible for the validity or effect of such transfer. The transfer shall be effective only upon our approval and the issuance of a new Life Plan Contract to the new Planholder. Until such time as the new Life Plan Contract is issued to the new



Planholder, any application for transfer is not considered approved nor consented by us.

shall remit to you whatever funds you are entitled to under this Life Plan Contract net of our applicable charges and fees.

proceeding arising out of or in connection with this Life Plan Contract shall be filed only and exclusively in the proper courts of the Philippines, to the exclusion of other courts.

XIII. TRUST FUND

We shall deposit with a Trustee Bank all amounts required by the insurance Commission. The trust fund shall be administered and maintained in accordance with the trust agreement and the Pre-Need Code.

XIV. TERMINATION

This Life Plan Contract shall automatically end:

1. upon Surrender of this Life Plan Contract for its Termination Value; or
2. if this Life Plan Contract remains lapsed at the end of the Reinstatement Period despite written notice, or
3. after we have rendered, through the accredited Mortuary, the professional assistance and services as provided in this Life Plan Contract; or
4. after we have paid the corresponding amount to your Beneficiary due to Unrendered Service; or
5. upon transfer of your Plan Contract to another person with our consent and the new Plan Contract issued to the new Planholder.

Any premiums received by us after termination of this Life Plan Contract, shall be refunded to you and shall not create any liability on our part. We reserve the right to charge you for administrative costs in relation to such refund and remit net amount less our charges.

XV. FORTUITOUS EVENTS

We shall not be liable for any inconvenience, loss, damage, or delay that you may sustain due to fire, flood, earthquake, war, or civil disturbance, extraordinary economic upheaval, strikes or labor disputes, acts of God, government legislation or regulation, service interruptions by third party service providers (e.g. utilities, telecommunications, Internet) or such other conditions that are beyond our control in connection with the implementation of our obligation under this Life Plan Contract.

XVI. TAXES AND FEES

The Gross Contract Price stated in this Life Plan Contract does not include any tax or fee which any law or regulation may impose in the future. If during the effectivity of this Life Plan Contract, the Contract Price or the benefits are subjected to any tax or fee, said tax or fee will be charged to you, or your Beneficiary, as the case may be.

We shall publish our different charges and fees from time to time. You may also request from us our different charges and fees during regular business hours. Your continued payment of premiums to us under this Life Plan Contract or enforcement hereof constitutes your binding consent to be charged such fees as may be applicable. In our sole discretion, we

XVII. LIMITATION OF ACTION

No legal action under this Plan Contract may be filed after five (5) years from the cause of action accrues.

XVIII. ASSIGNABILITY

You may assign the privileges and benefits of the memorial services described herein to any deceased third person, subject to the following conditions:

1. This Life Plan must be up-to-date in the payment of premium. A lapsed plan cannot be assigned.
2. The assignment shall be in writing duly signed by you, in proper form, and delivered to the Company or our duly authorized representative for confirmation.
3. The place of death must be within the Company's covered areas.
4. You must surrender this Life Plan Contract, including all its attachments, and Certificate of Full Payment, if fully paid.
5. Any insurance coverage provided herein shall automatically terminate and not applicable nor assignable.
6. Memorial Service Benefit will be the same as stated in the attached Schedule of Memorial Service Benefits and Termination Values.
7. The remaining premiums due plus taxes and other charges shall be fully paid.
8. We reserve the right in our absolute discretion whether to consent to such assignment or not.

XIX. WAIVER OF ARTICLE 1250

The provision of Article 1250 of the Republic Act No. 386, otherwise known as the Civil Code of the Philippines which states that 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, unless there is a contract to the contrary, shall be waived in determining the extent of benefits or liabilities under this Life Plan Contract.

XX. JURISDICTION AND VENUE

The Insurance Commission shall have the primary and exclusive power to adjudicate any and all claims involving pre-need plans. If the amount of pre-need benefits does not exceed One Hundred Thousand Pesos (P100, 000.00), the decision of the Insurance Commission shall be final and executory.

Philippine law shall govern this Life Plan Contract and all transactions contemplated herein. Aside from the Insurance Commission, any action or

XXI. UNRENDERED SERVICE

If we cannot render memorial service at the time of death of the Planholder, due to circumstances beyond the control of either your family or the Company, or due to the circumstances described in the Fortuitous Events Provision, your Beneficiary will have the following options to choose from:

1. request for the transfer of the Plan in his/her name, in accordance with the Transferability section, and after approval of the request for transfer, your Beneficiary may continue paying the balance of the Contract Price; or
2. terminate this Plan and avail of the Termination Value.

In either case, such may be subject to our administrative charges and fees for Unrendered Service.

XXII. YOUR INFORMATION

It shall be your duty to inform us of any changes in the information you have provided us. Absent of such notification of change, you expressly consent to us using your information as last provided to us.

XXIII. IMPORTANT NOTICE

The Insurance Commission, with offices in Manila, Cebu and Davao, is the government office in charge of the enforcement of all laws related to pre-need and insurance and has supervision over pre-need and insurance companies and intermediaries. It is ready at all times to assist the general public in matters pertaining to pre-need and insurance. For any inquiries or complaints, please contact the Public Assistance and Mediation Division (PAMD) of the Insurance Commission at 1071 United Nations Avenue, Manila with telephone numbers +632-5238461 to 70 and email address pubassist@insurance.gov.ph. The official website of the Insurance Commission is www.insurance.gov.ph.