

# Republic of the Philippines Department of Finance INSURANCE COMMISSION 1071 United Nations Avenue Manila



October 4, 2016

Mr. Eduardo A. Mendoza President TSPI Mutual Benefit Association, Inc. 3/F TSPI Building, 2363 Antipolo St. Guadalupe Nievo Makati City

SUBJECT: Life Max Insurance Plan

Dear Mr. Mendoza:

Please be advised that your **Life Max Insurance Plan** which provides the following benefits to Principal Members is hereby approved:

- 1. Natural Death
- 2. Accidental Death
- 3. Total and Permanent Disability
- 4. Accidental Daily Hospital Income Benefit

Attached are the duly approved specimen copies of the following forms to be used for the said plan:

- 1. Master Policy Contract
- 2. Certificate of Insurance
- 3. Membership Application Form

It is understood that:

- they have exactly the same text as the forms previously found in order under our letter dated, September 20, 2016; and
- approval of the said plan and forms shall be recalled at anytime if there is a
  finding of violation of or non-compliance with the New Insurance Code and
  pertinent circulars and guidelines, without prejudice to the authority of the
  Insurance Commission to impose the applicable penalties and other
  administrative sanctions provided in the same Code.

Very truly yours,

EMMANUEL F. DOOC Insurance Commissioner

Act/





# LIFE MAX INSURANCE PLAN (LMIP) MASTER POLICY CONTRACT

# SECTION 1. ELIGIBILITY

- 1.1. Principal Member shall be eighteen (18) years old to sixty (60) years old at the time of application for coverage, renewable up to age sixty nine (69) years old;
- 1.2. Principal Member must be in good health at the time of application for coverage.

# SECTION 2. BENEFICIARY

- 2.1. The beneficiary/ies under BLIP shall also be the same beneficiary/ies in the LMIP, unless otherwise expressed in writing by the Principal Member.
- 2.2. The right to change the beneficiary/ies is reserved to every Principal Member of TSPI MBAI, who may, at any time, designate a new beneficiary or beneficiaries. Such request for change of beneficiaries must be in writing, signed by the Principal Member, then submitted to TSPI MBAI.
- 2.3. Only those listed as beneficiaries on the Membership Application Form have the right to receive the benefits. When a Principal Member dies without any designated beneficiaries, the benefits shall be awarded to the legal heirs according to existing laws.
- 2.4. Surviving Beneficiaries shall share equally in the death proceeds unless otherwise specified. The death benefit proceeds are payable to the Beneficiaries surviving at the death of the Principal Member; or if no Beneficiary survives the Principal Member, to the legal heirs, or if no legal heirs survives, to the estate of the Principal Member.

# SECTION 3. INSURANCE PREMIUM

- 3.1. The Principal Member shall pay SIX HUNDRED FIFTY PESOS (P650) annual LMIP premium.
- 3.2. Payments and/or instruments for payment of the premiums made and executed not in accordance with the Master Policy Contract for LMIP of TSPI MBAI shall not be acceptable and if inadvertently accepted shall be considered null and void and VIII be refunded to TSPI MBAI reserves the right to change the premium rate as warranted by emerging experience subject to the approval of the Insurance Commission (IC).

  APPROVED

UNDER THE PROVISION OF SECTION 232 OF P.D. NO. 612 OTHERWISE KNOWN AS "THE INSURANCE CODE" AS AMENDED BY R.A. NO. 10807.

OCT 04 2016

DATE

EMMANUEL F. DOOC
INSURANCE COMMISSIONER

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#### SECTION 4. BENEFITS

4.1. TSPI MBAI shall pay the benefits stated under the Membership Certificate to its Principal Member or beneficiary/ies in accordance with the following schedule (amounts in Philippine Pesos):

Table of Benefits of LMIP						
Membership Term	Events / Benefit	Amount of Benefit				
Less than 1 year from Effective Date of membership or less than 6 months from date of last reinstatement	Natural Death and TPD due to PEC	Return of Premium				
	Natural Death due to Non-PEC	25,000				
	Accidental Death	100,000				
	Total & Permanent Disability (TPD) due to Non-PEC	25,000				
	Accidental Daily Hospital Income Benefit (ADHIB)	300 per day for 10 days per year				
1 year and above from Effective Date of membership or 6 months and above from date of last reinstatement	Natural Death	50,000				
	Accidental Death	100,000				
	TPD	50,000				
	Accidental Daily Hospital Income Benefit (ADHIB)	300 per day for 10 days per year				

4.2. Coverage for principal member is halved at age sixty six (66) years old to seventy (70) years old.

#### 4.3. NATURAL DEATH

- 4.3.1. TSPI MBAI shall not be liable for any natural death due to PEC occurring less than one (1) year from Effective Date of membership or less than six (6) months from the date of last reinstatement, other than the return of premium.
  - 4.3.1.1. Pre-Existing Condition (PEC) is a condition for which the member received treatment or has consulted a physician for medical treatment or has been taking medications during the twelve (12) months prior to Effective Date of membership or six (6) months prior to the date of last reinstatement.
- 4.3.2. Upon death of the Member due to natural causes not identified as PEC, occurring less than one (1) year from Effective Date of membership or less than six (6) months from the date of last reinstatement TSPI MBAI shall pay the designated beneficiary/ies the amount of TWENTY FIVE THOUSAND PESOS (P25,000).
- 4.3.3. Upon death of the Member due natural causes, occurring one (1) year and above from Effective Date of membership or six (6) months and above from date of last reinstatement, TSPI MBAI shall pay the designated beneficiary/ies the amount of FIFTY THOUSAND PESOS (P50,000)

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#### 4.4. ACCIDENTAL DEATH

- 4.4.1. An accidental death is defined as a loss of life, as a direct result of, independently or exclusively of all other causes, of bodily injury effected solely through external, violent or accidental means of which, except in the case of drowning or internal injury revealed by an autopsy, there is an evidence of visible contusion or wound on the exterior of the body occurring within one hundred and eighty (180) days from date of such injury.
- 4.4.2. Accidental death benefit shall not be payable if the death results from any one of the following causes:
  - 4.4.2.1. Bodily or mental infirmity or disease of any kind;
  - 4.4.2.2. Self-destruction or self-inflicted injuries, or any attempted suicide regardless of the person's state of mind at the time the incident occurs;
  - 4.4.2.3. Murder or provoked assault;
  - 4.4.2.4. Driving any vehicle:
    - 4.4.2.4.1. while in the influence of alcohol
    - 4.4.2.4.2. without a driver's license
    - 4.4.2.4.3. while racing
    - 4.4.2.4.4. without a helmet unless it is not required by law;
  - 4.4.2.5. Any injuries received while on police duty in any armed forces organization or civilian defense or local police forces;
  - 4.4.2.6. In any brawl, riot, civil commotion, insurrection or war or any related incident;
  - 4.4.2.7. Flying, other than while travelling as a fare-paying passenger on a licensed aircraft.
  - 4.4.2.8. While traveling, except as a fare-paying passenger in any form of underwater transportation, or while engaging in any underwater operation but not limited to scuba diving;
  - 4.4.2.9. In the commission or attempted commission of felony; and,
  - 4.4.2.10. Drug addiction and alcoholism.
- 4.4.3. Upon death of the Principal Member due to Accident, the designated beneficiary/ies shall be paid ONE HUNDRED THOUSAND PESOS (P100,000).

# 4.5 TOTAL AND PERMANENT DISABILITY (TPD)

4.5.1 TPD shall mean disability caused by bodily injury or disease which prevents the Principal Member from engaging in any gainful activity and must continue uninterruptedly for at least six (6) months.

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- 4.5.2 TSPI MBAI shall not be liable for any TPD due to PEC occurring less than one (1) year from Effective Date of membership or less than six (6) months from the date of last reinstatement, other than the return of premium.
- 4.5.3 Upon TPD of the Member due to accidental causes or natural causes not identified as PEC, occurring less than one (1) year from Effective Date of membership or less than six (6) months from the date of last reinstatement TSPI MBAI shall pay the designated beneficiary/ies the amount of TWENTY FIVE THOUSAND PESOS (P25,000)
- 4.5.4 Upon TPD of the Member whether due to natural or accidental causes, occurring one (1) year and above from Effective Date of membership or six (6) months and above from date of last reinstatement, TSPI MBAI shall pay the designated beneficiary/ies the amount of FIFTY THOUSAND PESOS (P50,000)
- 4.5.5 There are two (2) types of TPD coverage:
  - 4.5.5.1 Disability with Dismemberment

The loss of both arms, and both legs, of one arm and one leg, or of both eyes, shall be considered total and permanent disability. Loss of both arms and both legs shall mean dismemberment by amputation of the entire hand or foot; with respect to eyes, it shall mean entire and irrecoverable loss of sight. This type of TPD can be settled immediately upon submission of complete claims documents.

4.5.5.2 Disability without Dismemberment

If a Principal Member is sick or meets an accident resulting to complete inability to engage in any gainful employment and becomes bedridden, the Principal Member can be considered totally and permanently disabled if after six (6) months the health condition has not improved. After such confirmation of a licensed physician, the member will receive the full amount for TPD according to the Table of Benefits of LMIP.

# 4.6 ACCIDENTAL DAILY HOSPITAL INCOME BENEFIT (ADHIB)

- 4.6.1 If accidental injury results in a hospital confinement of the Member for not less than twenty-four (24) hours, the member will be paid THREE HUNDRED PESOS (P300) per day of hospital confinement for a maximum of ten (10) days per year.
- 4.6.2 ADHIB shall not be payable for hospital confinement due to injuries caused by any of the following:
  - 4.6.2.1 Self-inflicted injuries;
  - 4.6.2.2 Maternity-related confinement;
  - 4.6.2.3 Drug addiction;
  - 4.6.2.4 While under the influence of alcoholic drinks and prohibited drugs;

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- 4.6.2.5 Declared or undeclared war or civil strife; and
- 4.6.2.6 Acts in violation of the law.
- 4.6.3 In case of hospital confinement of the Principal Member during the grace period, any due and unpaid premium is deductible from the benefits that may arise during the fortyfive (45) days grace period;
- 4.6.4 In case of accidental hospital confinement of the Principal Member, the Principal Member should file the claim for benefit with TSPI MBAI Head Office or concerned TSPI branch within 30 days from the date of discharge.
- 4.6.5 Failure to give notice and proof as required, will not invalidate nor diminish the claim if it is shown not to have been reasonably possible to give such notice or proof and that such notice or proof was given as soon as was reasonably possible.
- 4.6.6 The ADHIB shall be paid upon presentation of hospital billing statement or discharge slip that indicates the date and time of admission and discharge.

#### SECTION 5. MAXIMUM COVERAGE AND BENEFIT

- 5.1 Principal Members can avail up to five (5) units of LMIP at any given time of membership.
- 5.2 The maximum sum of guaranteed benefits shall not be more than one thousand (1,000) times of the current daily minimum wage rate for non-agricultural workers in Metro Manila.

#### SECTION 6. MAXIMUM PREMIUM

6.1. The amount of premiums, computed on a daily basis, shall not exceed seven and a half percent (7.5%) of the current daily minimum wage rate for non-agricultural workers in Metro Manila.

# SECTION 7. EFFECTIVITY OF MEMBERSHIP

- 7.1. The Membership Certificate becomes effective only upon the payment of the initial premium and upon approval of duly accomplished Membership Application Form.
- 7.2. The Effective Date of Insurance, as shown in the Membership Certificate, will be used to determine premium due dates.

# SECTION 8. INCONTESTABILITY

8.1. Except for non-payment of contributions or any other grounds recognized by law and jurisprudence, the TSPI MBAI cannot contest the Membership Certificate after it has been

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continuously in-force during the lifetime of the Principal Member for one (1) year from Effective Date of the Membership Certificate or six (6) months from date of last reinstatement.

#### SECTION 9. GRACE PERIOD

- 9.1. After the payment of the initial premium, any premium due must be paid not later than forty-five (45) days after its due date. Any due and unpaid premium is deductible from the benefits that may arise during the forty-five (45) days grace period.
- 9.2. If after the forty-five (45) days grace period and no payment is received, the membership shall lapse and in the event of subsequent death, total and permanent disability or hospitalization due to accident of the Principal Member, no benefit accrues to the Principal Member, or to the beneficiaries of the deceased Principal Member.

#### SECTION 10. TERMINATION OF BENEFIT

- 10.1. LMIP membership shall be terminated, together with all the privileges and benefits due to the Principal Member and beneficiary/ies, by the following conditions whichever comes first:
  - 10.1.1. Upon death or total and permanent disability of the Principal Member;
  - 10.1.2. Upon absolute severance of the Principal Member from TSPI or TSPI MBAI either by voluntary resignation, termination or dismissal by reason of discovery of fraud in the application for membership;
  - 10.1.3. Upon expiration/termination of BLIP coverage except in the case that the Principal Member decided to continue under the extension program as stated in Section 27 of TSPI MBAI Governing Rules and Regulations for BLIP;
  - 10.1.4. Upon expiration of the grace period if no payment is received by then; or
  - 10.1.5. Upon attainment of age seventy (70) years old;
- 10.2 Termination of coverage shall be without prejudice to any claim arising prior to such termination.

#### SECTION 11. SUICIDE

11.1. TSPI MBAI shall not be liable if the Principal Member commits suicide within one (1) year from the effective date or six (6) months from the date of last reinstatement of the Membership Certificate. Suicide committed in the state of insanity will be compensable regardless of the date of commission. Where suicide is not compensable, the liability of TSPI MBAI will be limited to the return of premium.

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#### SECTION 12. MISSTATEMENT OF AGE

- 12.1. The age at issue of the Principal Member is the age on the nearest birthday as of the date of effectivity.
- 12.2. If the age has been misstated and at the correct age, the Principal Member is not eligible for any coverage under the Membership Certificate or its riders, the TSPI MBAI will refund the corresponding premiums actually received less any indebtedness under the Membership Certificate.

#### SECTION 13. REINSTATEMENT

- 13.1. Reinstatement can only be allowed within a period of three (3) years from the date of lapse. After the three (3) year period, the Membership Certificate can no longer be reinstated.
- 13.2. The Membership Certificate shall be subjected to six (6) month- contestability period from the date of last reinstatement.

#### SECTION 14. ENTIRE CONTRACT

- 14.1. TSPI MBAI issues the Membership Certificate in consideration of the application and the receipt of its initial premium. The LMIP Master Policy Contract of TSPI MBAI embodies the terms and conditions of the LMIP. A copy of the LMIP Master Policy Contract is kept in the office of TSPI MBAI and all TSPI branches and is available to the Principal Member for inspection during its regular office hours.
- 14.2. The LMIP Master Policy Contract, Membership Certificate, Membership Application Form, and any attached endorsements constitute the entire contract. In case of any discrepancy between the LMIP Master Policy Contract and the Membership Certificate, the provisions of the Master Policy Contract shall prevail.
- 14.3. Only the Chairman of the Board of Trustees, the President, the Vice President, the General Manager or Officers has the authority to modify this Master Policy Contract. Any such amendments/modification must be in writing and duly signed by the authorized officer subject to IC approval.

#### SECTION 15. NOTICE OF CLAIM

15.1. When a Principal Member dies, becomes totally and permanently disabled or is hospitalized due to accidental injuries, the Principal Member or Beneficiary shall notify the concerned TSPI Branch of such death or injury. The TSPI Branch will give a list of documents that the Principal Member/Beneficiary needs to accomplish. Upon submission of complete and accurate

TSPI MBAI Master Policy Contract Life Max Insurance Plan

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documents, the TSPI Branch will forward the documents to the Claims Unit of the TSPI MBAI. The claims for benefits should be filed within thirty (30) days after death or disability.

- 15.2. The benefits described in the Table of Benefits for LMIP shall be paid upon presentation of the Claim Requirements for Microinsurance including other documentary requirements as needed.
- 15.3. Failure to give notice and proof as required, will not invalidate nor diminish the claim if it is shown not to have been reasonably possible to give such notice or proof and that such notice or proof was given as soon as was reasonably possible.

#### SECTION 16. CLAIMS SETTLEMENT

16.1. Claims under the Membership Certificate shall be settled within ten (10) working days upon submission of complete documents.

# SECTION 17. LIMITATION OF COMPLAINTS

17.1. Any complaint or grievance on the Membership Certificate must be filed with the proper authorities within five (5) years from the time of rejection or denial of the claim. The venue for filing of complaints and grievances on the Membership Certificate must not be limited to the place of issue of contract.

# SECTION 18. DISPUTE RESOLUTION

18.1. All disputes arising in connection with the Membership Certificate shall be initially settled through alternative dispute resolution mechanism for Mutual Benefit Associations as provided in the Microinsurance Alternative Dispute Resolution Framework.

# SECTION 19. ASSIGNMENT OF MEMBERSHIP CERTIFICATE

19.1. TSPI MBAI will not be bound by any assignment of the Membership Certificate, unless a copy of the assignment and the written consent of every assignee, or other similarly affected person, if any, are filed at the TSPI Branch or TSPI MBAI and duly endorsed on the Membership Certificate. TSPI MBAI assumes no responsibility for the effect, sufficiency or validity of any assignment.

# "SECTION 20. NON-TRANSFERABILITY CLAUSE

20.1. The Membership Certificate is not transferable.

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#### SECTION 21. PENAL PROVISION

21.1. Any Principal Member of TSPI MBAI, who through malfeasance, misfeasance, or nonfeasance allows a spurious claim to be paid, including the claimant, will be punished accordingly to whatever penalty the Board of Trustees may so decide and the amount of indemnity paid must be refunded to TSPI MBAI.

#### SECTION 22. WAIVER OF ARTICLE 1250 OF THE CIVIL CODE

22.1. It is hereby declared and agreed that the provision of Article 1250 of the Civil Code of the Philippines which reads:

"In case of 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 payment..."

shall not apply in determining the extent of the liability under the provisions of the Membership Certificate.

#### **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 insurance and has supervision over mutual benefit associations and intermediaries. It is ready at all times to assist the general public in matters pertaining to insurance. 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 +632-5238461 to 70, and with 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>.

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# MEMBERSHIP CERTIFICATE FOR LIFE MAX INSURANCE PLAN

	MC No.:
This is to certify that	
(Name of Member)	
is a bona fide member of <b>TSPI MUTUAL BENEFIT ASSOCIATION</b> , <b>INC.</b> ( <b>TSPI MBAI</b> ), and privileges and benefits provided for under the TSPI MBAI's Articles of Incorporation, By-Regulations/Policy Contract, Application Forms and all existing laws as may be pertinent of all fees, dues and assessments and faithful compliance with TSPI MBAI's Master Policy (LMIP).	aws, Governing Rules and thereto, subject to continuous payment
Effective Date of Insurance:Compliance with the above is hereby assured and attested:	
王为名分 ELEANOR S. SO Vice President & COO	EDUARDO A MENDOZA President & CEO

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 insurance and has supervision over mutual benefit associations and intermediaries. It is ready at all times to assist the general public in matters pertaining to insurance. 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 +632-5238461 to 70, and with email address publicassistance@insurance.gov.ph. The official website of the Insurance Commission is www.insurance.gov.ph.

3/F TSPI Bldg., 2363 Antipolo St. Guadalupe Nuevo, Makati City / Tel. No.: (632) 403-8619 loc 211; Telefax: (632) 846-5737

# PERTINENT PROVISIONS OF THE MASTER POLICY CONTRACT (MPC)

Coverage Period	Events	LMIP
Less than 1 year from Effective Date of membership or Less than 6 months from date of last reinstatement	Natural Death/TPD due to pre-existing condition (PEC)	Principal Member
	Natural Death (Non-PEC)	Return of Premium
	Accidental Death	25,000
	Accidental Dismemberment & Disablement (AD&D)	100,000
	TPD due to non-PEC	25,000
	Accidental Daily Hospital Income Benefit (ADHIB)	300/day for 10 days / year
1 year and above from Effective Date of membership or 6 months and above from date of last	Natural Death	50,000
	Accidental Death	100,000
	TPD	50,000
reinstatement	Accidental Hospital Income Benefit (ADHIB)	300/day for 10 days / year

#### BENEFIT PACKAGE:

Coverage for Principal Members is from 18 to 70 years old. Coverage for Principal Member, Spouse & Parents is halved at age 61 to 70 years old.

Principal Member shall pay P650.00 annual premium.

#### EXCLUSIONS

TSPI MBAI shall not be liable for accidental deaths due to causes listed as exclusions per GRR.

# INCONTESTABILITY

Except for non-payment of contributions/premiums or any other grounds recognized by law and jurisprudence, the TSPI MBAI cannot contest the certificate after it has been continuously in-force during the lifetime of the Principal Member for one (1) year from effective date of the certificate or six (6) months from the date of last reinstatement.

#### **GRACE PERIOD**

After the payment of the initial contribution/premium, any contribution/premium due must be paid not later than forty-five (45) days after its due date. Any due and unpaid contribution is deductible from the benefits that may arise during the forty-five (45) days grace period.

#### SUICIDE

TSPI MBAI shall not be liable if the Principal Member commits suicide within one (1) year from the effective date or six (6) months from the date of last reinstatement of the Membership Certificate. Suicide committed in the state of insanity will be compensable regardless of the date of commission. Where suicide is not compensable, the liability of TSPI MBAI will be limited to the return of contribution.

#### **AVAILABILITY OF MPC**

A copy of MPC is kept in the office of TSPI MBAI and all TSPI branches and is available to the Principal Member for inspection during its regular office hours.

#### CLAIMS SETTLEMENT

Claims under the Certificate shall be settled within ten (10) working days upon submission of complete docum

TERMINATION OF PRINCIPAL MEMBERSHIP LMIP membership shall be terminated, together with all the privileges and benefits due to the Principal Member and beneficiary/ies, by the following conditions whichever comes first:

President & CEO

- A. Upon death or total and permanent disability of the Principal Member;
- B. Upon absolute severance of the Principal Member from TSPI or TSPI MBAI either by voluntary resignation, termination or dismissal by reason of discovery of fraud in the application for membership:
- C. Upon expiration/termination of BLIP coverage except in the case that the Principal Member decided to continue under the extension program as stated in Section 27 of TSPI MBAI Governing Rules and Regulations for BLIP;
- D. Upon expiration of the grace period if no payment is received by then; or
- E. Upon attainment of age seventy (70) years old; Termination of coverage shall be without prejudice to any claim arising prior to such termination.

#### NOTICE OF CLAIM

When a Principal Member dies or becomes totally and permanently disabled or upon death of the Principal Member's legal dependents, the Principal Member or Beneficiary shall notify the concerned TSPI Branch. The claims for benefits should be filed within thirty (30) days after death or disability.

Failure to give notice and proof as required will not invalidate nor diminish the claim if it is REPUBLICATION THE ROLL OF THE REPUBLICATION OF THE REPUBLICATI

APPROVED

UNDER THE PROVISION OF SECTION 232 OF P.D. NO. 612 OTHERWISE KNOWN AS "THE INSURANCE CODE" AS AMENDED BY R.A. NO. 16607.

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# MEMBERSHIP APPLICATION FORM

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For TSPI MBAI use only:

OCT 04 2016

EMMANUE

Effective Date:

mbership Certificate (MC) No.: