

## Schedule 1 – Policy

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*Note: the Policy set out below:*

- (a) *is the consumer facing wording that will be applicable to Insured Members and displayed on the relevant website; and*
- (b) *is also the group Policy between Insurer and MiBank, subject to necessary changes to reflect the nature of the group Policy such as:*
  - a) *references to “You” etc being references to MiBank (as the group Policy holder); and*
  - b) *references to MiBank making deductions and the MiBank Payment Service being applicable only to the consumer facing wording.*

**This life policy insurance (“Policy” or “Life Policy”) is issued by Capital Life Insurance Company Limited, a company registered under the laws of Papua New Guinea, Registration No. 1-7027, and which has its registered office at Level 2, TISA Haus, Sir John Guise Drive, Waigani NCD, Papua New Guinea.**

### 1. IMPORTANT ACKNOWLEDGMENTS

- (a) Your insurer is Capital Life Insurance Company Limited (**Insurer**). Monthly Premiums are paid to the Insurer. The Insurer is solely liable to meet any claims under the MiLife Plan You select.
- (b) Milvik PNG Limited (**Bima**) is the Insurer’s agent.
- (c) You authorise Nationwide Microbank Limited (**MiBank**) to pay the Monthly Premiums to the Insurer on Your behalf. MiBank will do so by making monthly deductions each month from Your bank account (**MiBank Payment Service**). The MiBank Payment Terms (published at [www.microbank.com.pg/products/MiLife.html](http://www.microbank.com.pg/products/MiLife.html) as revised from time to time) apply to Your use of the MiBank Payment Service.
- (d) Neither MiBank nor Bima is liable for assessing or meeting any claims arising in connection with Your MiLife Plan.
- (e) This Policy and the MiBank Payment Terms are available at [www.microbank.com.pg/products/MiLife.html](http://www.microbank.com.pg/products/MiLife.html) (or such other website as We may notify from time to time).
- (f) When You complete Your application, either electronically or by way of a written application form, You will be required to acknowledge that You have read and understood:
  - a) the terms and conditions of Your Policy; and
  - b) the MiBank Payment Terms.
- (g) You also acknowledge that:
  - a) We may change the terms and conditions of this Policy from time to time without giving You prior notice provided:
    - (A) We give You at least 5 days notice of any material change that adversely affects You (**Material Adverse Change**), in which case the Material Adverse Change takes effect from the month following the month in which the notice expires; and

- (B) You may deregister Your Life Policy without penalty by contacting our agent;
- b) We reserve the right to withdraw or cancel Your Life Policy provided:
  - (A) We give You at least 5 days notice of the withdrawal or cancellation, in which case Your Life Policy cover stops from the month following the month in which the notice expires; and
  - (B) We refund any Premium collected in advance for the withdrawn or cancelled cover; however, no refunds are due in respect of Premiums paid for cover up to the time Your Life Policy cover stops; and
- c) Premiums are not refundable unless the Premiums are collected in advance for future cover that We subsequently withdraw or cancel. Your Life Policy does not include any monetary value.
- (h) In case of concealment or intentional misrepresentation by the Insured Member, the Policy is void, when this concealment or intentional misrepresentation changes the nature of the risk in the Insurer's view.

## **2. ELIGIBILITY AND REGISTRATION**

### **2.1 Eligibility**

You are eligible to apply for a MiLife Plan under the Policy if You meet ALL the criteria set out below:

- (a) You are a MiBank Client;
- (b) You are a natural person;
- (c) You are at least 18 and below 60 years of age, as at the Registration Date and the Commencement Date; and
- (d) You are in good health.

### **2.2 Registration**

- (a) Registration is effected using Your mobile phone.
- (b) The Insurer or its agents will contact You and explain the MiLife Plans available to You.
- (c) If You wish to apply for and subscribe to a MiLife Plan under the Policy, You will be required during the Registration Process to:
  - a) acknowledge that You have read and understood the terms of the Policy and the MiBank Payment Terms;
  - b) confirm your phone number;
  - c) confirm that You meet the eligibility criteria set out in clause 2.1 of this Policy (including without limitation that You are in good health);
  - d) confirm the MiLife Plan that You wish to apply for;

- e) authorise MiBank to make deductions each month from Your bank account using the MiBank Payment Service; and
- f) acknowledge that:
  - (A) MiBank and Bima are not liable to pay any benefits under a Policy;
  - (B) Policy benefits are the sole liability of the Insurer;
  - (C) the benefits payable are subject to Your confirmation in clause 2.2(c)(iii) being true and correct; and
  - (D) if Your confirmation is untrue or incorrect, no benefits will be payable and the Premiums You paid will not be refunded.
- (d) If Your application for Policy is approved, You will receive an SMS asking You to confirm the MiLife Plan You select. You must reply to the SMS confirming Your selection and authorising MiBank to make monthly deductions from Your MiBank account (in accordance with clause 5 of this Policy).

### 3. NOMINATION OF BENEFICIARY(IES)

The nominee(s) of the Insured Member will be the revocable beneficiary(ies) under the Policy, as nominated and confirmed during the Registration Process.

### 4. COMMENCEMENT AND COVER

Your MiLife Plan is monthly and commences in the month immediately following the month in which MiBank commences deductions from Your MiBank account (**Commencement Date**).

However, You must pay the full Monthly Premium applicable to the MiLife Plan for Your MiLife Plan cover to commence. If the Premium You pay is less than the full Monthly Premium:

- a) Your MiLife Plan cover will be suspended until the following month; and
- b) the amount collected will be carried forward to the following month and counted as part of the Premium for that month.

### 5. PREMIUM PAYMENT

- (a) Once You become an Insured Member, You authorise MiBank to pay the Monthly Premiums to the Insurer on Your behalf.
- (b) MiBank will do so by making deductions each month from Your MiBank account (**MiBank Payment Service**).
- (c) The MiBank Payment Terms apply to Your use of the MiBank Payment Service.
- (d) To cease monthly deductions, You must deregister Your Life Policy by contacting Us or our agent. Otherwise, MiBank will continue making monthly deductions for so long as Your MiBank account has a positive credit balance.
- (e) If You have insufficient credit balance in your MiBank account, You may fail to pay the Monthly Premium in full, in which case clause 4 applies.

## **6. INSURING**

- (a) Subject to the conditions and exclusions set out in this Policy, We will pay the Sum Insured under this Policy to Your beneficiary(ies), or You, upon appropriate notification in accordance with clause 7 of:
  - a) Your death; or
  - b) Your Total Permanent Disability.
- (b) We may require provision of satisfactory proof, as determined by Us, of:
  - a) Your membership status; and
  - b) Your age as at the Registration Date, as at the Commencement Date and/or as at the date of the Event.

## **7. CLAIM NOTIFICATION**

- (a) Notice of any claim under this Policy shall be given to Us or to Our agent Bima as soon as practicable, but not later than 180 days from the occurrence of an Event causing Your death or Total Permanent Disability. Otherwise we may decline the claim due to late notification.
- (b) This Policy is free from all restrictions as to occupation, foreign travel or residence, except as may be specially provided herein to the contrary, and is indisputable unless there be non-disclosure or misrepresentation of a material fact.
- (c) No benefits under this Policy shall be subject to interest charges and We shall not be affected by any trust, charge, lien, assignment or any other dealing related to this Policy.
- (d) The receipt of a form of discharge from the beneficiary or from any other person or persons duly authorized by them by notice in writing to Us shall be an absolute discharge in respect of the payment by Us of any Sum Insured under this Policy.

## **8. GENERAL CONDITIONS OF INSURANCE**

- (a) We reserve the right to vary from time to time any of the terms of this Policy and of any endorsement attaching to it upon giving to the Insured three months' notice of our intention to do so. Any such variation, other than a variation of the Premium, shall apply only to the Sums Insured or increases in Sums Insured becoming effective on or after the expiry of such notice.
- (b) We reserve the right upon giving written notice to You to terminate this Policy upon any infringement of these general conditions and payment of any benefit shall be conditional upon You complying with the terms of this Policy.
- (c) If You were under or over the eligible age at the Registration Date or at the Commencement Date:
  - a) the Policy is void;
  - b) the Insurer shall return to You all Premiums paid by or on behalf of You under the Policy; and
  - c) no benefit under the Policy shall be paid and if any benefit has already been paid, the Insurer shall inform You of any action intended to be taken to enforce its rights at law.

- (d) You acknowledge and agree that neither MiBank nor Bima is responsible for the return of any Premium to You.
- (e) Any fraud, concealment, or deliberate misstatement by or known to You shall render the whole Policy null and void and all claims hereunder shall be forfeited.
- (f) This Policy does not acquire a surrender value.

**9. SUM INSURED**

- (a) Your life shall, as from the Commencement Date, be Insured for the Sum Insured, subject to the terms and conditions set out in this Policy, the MiBank Payment Terms and the Registration Data.
- (b) Each Insured Member may only subscribe for one (1) MiLife Plan under this Policy. In the event that You, as an Insured Member, subscribe to more than one (1) MiLife Plan under this Policy (including through different MiBank accounts):
  - a) Your maximum benefit upon death shall be PGK 24,000 across all MiLife Plans;
  - b) Our maximum liability to You or Your beneficiary shall be PGK 24,000.
- (c) Each MiLife Plan may cover up to two persons, including You (the Policy holder) as well as your spouse, as long as your spouse meets the same eligibility criteria laid out in clause 2.1.
- (d) The MiLife Plans (with the applicable Premium and Sum Insured) available to each Eligible Applicant is given below, but may be subject to change during the period of the Policy.

Tier	Monthly Premium (PGK)	Insurance cover (PGK)
Bronze	6.75	8,000 (4,000 each for 2 people)
Silver	13.50	16,000 (8,000 each for 2 people)
Gold	20.25	24,000 (12,000 each for 2 people)

**10. TERMINATION**

**10.1 Automatic termination**

The coverage of Your Life Policy will automatically terminate upon the earlier of:

- (a) You reaching 60 years of age;
- (b) settlement of a claim made by You or Your Beneficiary(ies) under this Policy.

**10.2 Termination due to default**

We may terminate Your Life Policy by giving You 5 days notice if:

- (a) You cease to be a MiBank Client, for any reason; or

- (b) You fail to pay the Monthly Premium due under MiLife Plan in full for 3 consecutive months,

(each a “**default**”) in which case Your Life Policy cover ends at the expiry of the 5 days notice unless You remedy the default before the notice period expires.

### 10.3 Effect of termination

If Your Life Policy terminates for any reason, we may require You to make a fresh declaration of good health before we reinstate Your Life Policy.

## 11. POLICY EXCLUSIONS

### 11.1 Criminal Act

The Insurer will not be liable to pay any amount under this Policy in respect of a claim for Your death or Your Total Permanent Disability arising out of or in connection with Your own criminal act.

### 11.2 Terrorism

The Insurer will not be liable to pay any amount under this Policy in respect of a claim for Your death or Your Total Permanent Disability arising out of or in connection with terrorism of any kind including (without limitation) nuclear, chemical or biological terrorism.

For the purpose of this exclusion:

- (a) **Terrorism** means any actual or threatened violent act or act harmful to human life directed towards or having the effect of (a) influencing or protesting against any de jure or de facto government or policy thereof or (b) intimidating, coercing or putting in fear a civilian population or section thereof.
- (b) **Nuclear, Chemical, Biological Terrorism** means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this Policy by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- (c) **Chemical agent** means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- (d) **Biological agent** means any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

### 11.3 War

- (a) The Insurer will not be liable to pay any amount under this Policy in respect of a claim for Your death or Your Total Permanent Disability arising out of or in connection with war of any kind.
- (b) For the purposes of this exclusion, **war** means any war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

#### **11.4 Suicide**

The Insurer will not be liable to pay any amount under this Policy in respect of a claim for Your death or Your Total Permanent Disability arising out of or in connection with Your conduct that involves:

- (a) wilful self-injury;
- (b) suicide or attempted suicide; or
- (c) exposure to exceptional danger (except in the attempt to save human life).

#### **11.5 Drugs and alcohol**

The Insurer will not be liable to pay any amount under this Policy in respect of a claim for Your death or Your Total Permanent Disability arising out of or in connection with You being under the influence of:

- (a) alcohol; or
- (b) drugs (except as prescribed by a registered qualified medical practitioner).

#### **11.6 Tribal fighting or clan wars/disputes**

The Insurer will not be liable to pay any amount under this Policy in respect of a claim for Your death or Your Total Permanent Disability arising out of or in connection with the participation of the Insured Member in tribal fighting, clan wars or disputes.

#### **11.7 Pre existing condition**

The Insurer will not be liable to pay any amount under this Policy in respect of a claim for Your death or Your Total Permanent Disability arising out of or in connection with a Pre-existing Condition affecting You where You are in Your first 90 days of contributing membership.

### **12. GENERAL PROVISIONS**

#### **12.1 Governing law**

The domestic laws of Papua New Guinea Law shall govern this Policy and the Courts of Papua New Guinea shall have jurisdiction in any dispute arising hereunder.

#### **12.2 Severability**

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

#### **12.3 Notices**

This Policy has been especially created to provide protection for those MiBank Clients who successfully apply for that protection and who pay the appropriate Premium. Accordingly, notices to You may be provided by:

- (a) SMS to Your mobile number;
- (b) notification placed on [www.microbank.com.pg](http://www.microbank.com.pg) or on the Insurer's website at [www.cig.com.pg](http://www.cig.com.pg); or

(c) by publication in a major newspaper in Papua New Guinea.

If a notice is made by SMS, the notice is deemed to be received on the day the SMS is sent. If a notice is placed on a website, the notice is deemed to be received on the day the notice is placed.

### 13. DEFINITIONS

**Accident** means an event that is not expected or intended by the Insured Member and that directly causes the Insured Member's death or directly causes the Insured Member's Total and Permanent Disability.

**Applicant** means the individual who applies for a MiLife Plan under this Policy.

**Business Day** means a day other than a Saturday or Sunday or a day that is partly or wholly observed as a public holiday in Port Moresby, Papua New Guinea.

**Commencement Date** means the effective date of cover of an Insured Member under this Policy.

**Criminal Act** means the intentional commission of an act usually deemed socially harmful or dangerous and specifically defined, prohibited, and punishable under criminal law.

**MiBank Client** means the holder of a MiBank account or card.

**MiBank Payment Terms** means MiBank's payment terms published at [www.microbank.com.pg/products/MiLife.html](http://www.microbank.com.pg/products/MiLife.html) which may be revised from time to time.

**Eligible Applicant** means an Applicant who meets the eligibility criteria set forth in this Policy.

**Event** means an occurrence. The definition of Event is subject to the following qualifications.

- (a) If the occurrence is the death of an Insured Member, the death must arise from the same cause and occur during a period of 72 hours from the time of the cause and within a radius of 10 kilometres from the cause. The cause must be the proximate cause of death.
- (b) If there are multiple occurrences, and it is not possible to allocate losses suffered to one of the occurrences, Insurer will allocate the losses to the occurrence Insurer considers to have resulted in the losses.
- (c) If there is uncertainty over scientific issues, the Parties agree to seek expert advice from a neutral and recognised organisation.

**MiLife Plan** means one of the life insurance covers under this Policy.

**Injury** means bodily injury or mental harm suffered by an Insured Member as a consequence of an Accident which occurs whilst an Insured Member is covered under this Policy.

**Insured Member** means a person who meets the eligibility criteria set out in clause 2.1, whose application for subscription to a MiLife Plan under this Policy has been approved by Us and who pays Premiums as required under this Policy.

**Life Policy or Policy** means this life insurance cover.

**Party** means a party to this Policy and **Parties** means the parties to this Policy.



**Pre-Existing Condition** means:

- (a) any physical injury, mental harm, sickness, disease or other medical condition suffered by the Insured Member for which treatment, medication or advice (including investigation) has been received or prescribed by a medical advisor prior to commencement of this Policy; or
- (b) any chronic or ongoing physical injury, mental harm, sickness, disease or other medical condition documented prior to commencement of this Policy.

**Premium** means the premium payable by an Insured Member to Insurer in relation to this Policy.

**Registration Date** means the date that an Eligible Applicant's application to subscribe for the MiLife Plan under this Policy is approved (being the date that the confirmatory SMS is sent to the Eligible Applicant).

**Sickness** means a sickness or disease that is contracted by, and causes harm to, an Insured Member as a consequence of an Accident which occurs whilst the Insured Member is covered under this Policy.

**Sum Insured** means the amount payable under this Policy upon:

- (a) the death of an Insured Member; or
- (b) the Total Permanent Disability of an Insured Member.

**Summary of Cover** means the summary of cover set out in clause 9, as amended by the Parties (unanimously) from time to time.

**Total Permanent Disability** means the Insured Member has established to the satisfaction of Insurer that the Insured Member has been incapacitated by Injury or Sickness to such an extent as to render the Insured Member unable ever to engage in or work for reward in any occupation or work (on a temporary basis, part-time basis or full-time basis) which the Insured Member is capable of performing by reason of his or her education, training or experience.

**You or Your** means you as an Applicant or an Insured Member as the context requires.

**We, Our, Us or Insurer** means Capital Life Insurance Company Limited.