

# Family Life Policy

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. None of Digicel (PNG) Limited, its parent company, its subsidiaries or their related bodies corporate are liable for any benefits payable in respect of this Life Policy.

## 1. IMPORTANT ACKNOWLEDGMENTS

1. 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 Family Life Plan You select.
2. Milvik PNG Limited (**Bima**) is the Insurer’s agent.
3. You authorise Digicel (PNG) Limited (**Digicel**) to pay the Monthly Premiums to the Insurer on Your behalf. Digicel will do so by making 20 daily deductions each month from Your prepaid or postpaid account (**Digicel Payment Service**). The Digicel Payment Terms (published at [www.digicelpng.com](http://www.digicelpng.com), as revised from time to time) apply to Your use of the Digicel Payment Service.
4. Neither Digicel nor Bima is liable for assessing or meeting any claims arising in connection with Your Family Life Plan.
5. This Policy and the Digicel Payment Terms are available at [www.FamilyLifePNG.com](http://www.FamilyLifePNG.com) (or such other website as We may notify from time to time).
6. 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:
  1. the terms and conditions of Your Policy; and
  2. the Digicel Payment Terms.
7. You also acknowledge that:
  1. We may change the terms and conditions of this Policy from time to time without giving You prior notice provided:
    1. 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
    2. You may deregister Your Life Policy without penalty by contacting our agent;
  2. We reserve the right to withdraw or cancel Your Life Policy provided:
    1. 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
    2. 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
  3. 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.
8. 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

### 1. Eligibility

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

1. You are a Digicel Client;
2. You are a natural person;
3. You are at least 18 and below 60 years of age, as at the Registration Date and the Commencement Date; and
4. You are in good health.

## 2. **Registration**

1. Registration is effected using Your mobile phone.
2. The Insurer or its agents will contact You and explain the Family Life Plans available to You.
3. If You wish to apply for and subscribe to a Family Life Plan under the Policy, You will be required during the Registration Process to:
  1. acknowledge that You have read and understood the terms of the Policy and the Digicel Payment Terms;
  2. confirm that the relevant Digicel phone account is Yours;
  3. 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);
  4. confirm the Family Life Plan that You wish to apply for;
  5. authorise Digicel to make 20 daily deductions each month from Your prepaid or postpaid account using the Digicel Payment Service; and
  6. acknowledge that:
    1. Digicel and Bima are not liable to pay any benefits under a Policy;
    2. Policy benefits are the sole liability of the Insurer;
    3. the benefits payable are subject to Your confirmation in clause 2.2(c)(iii) being true and correct; and
    4. if Your confirmation is untrue or incorrect, no benefits will be payable and the Premiums You paid will not be refunded.
4. If Your application for Policy is approved, You will receive an SMS asking You to confirm the Family Life Plan You select. You must reply to the SMS confirming Your selection and authorising Digicel to make daily deductions from Your Digicel prepaid or postpaid account (in accordance with clause 5 of this Policy).

## 2. **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.

## 1. **COMMENCEMENT AND COVER**

Your Family Life Plan is monthly and commences in the month immediately following the month in which Digicel commences daily deductions from Your prepaid or postpaid account (**Commencement Date**). However:

1. unless You pay a full month's worth of Premium (**Monthly Premium**), the amount of benefit under Your cover is reduced in proportion to the amount of Premium You pay; and
2. You must pay at least the 10% of the Monthly Premium (**Threshold**) applicable to Your Family Life Plan for Your Family Life Plan cover to commence. If the Premium You pay is less than the Threshold:
  1. Your Family Life Plan cover will be suspended the following month; and
  2. the amount collected will be carried forward to the following month and counted as part of the Premium for that month.

## 2. **PREMIUM PAYMENT**

1. Once You become an Insured Member, You authorise Digicel to pay the Monthly Premiums to the Insurer on Your behalf.

2. Digicel will do so by making 20 daily deductions each month from Your prepaid or postpaid account (**Digicel Payment Service**).
3. The Digicel Payment Terms apply to Your use of the Digicel Payment Service.
4. To cease daily deductions, You must deregister Your Life Policy by contacting Us or our agent. Otherwise, Digicel will continue making daily deductions for so long as Your prepaid or postpaid account has a positive credit balance.
5. If You have insufficient credit balance in your prepaid or postpaid account, You may fail to pay the Monthly Premium in full, in which case clause 4(a) or clause 4(b) applies.

### 3. **INSURING**

1. 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:
  1. Your death; or
  2. Your Total Permanent Disability.
2. We may require provision of satisfactory proof, as determined by Us, of:
  1. Your membership status; and
  2. Your age as at the Registration Date, as at the Commencement Date and/or as at the date of the Event.

### 4. **CLAIM NOTIFICATION**

1. 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 two (2) months from the occurrence of an Event causing Your death or Total Permanent Disability. Otherwise we may decline the claim due to late notification.
2. 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.
3. 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.
4. 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.

### 5. **GENERAL CONDITIONS OF INSURANCE**

1. 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.
2. 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.
3. If You were under or over the eligible age at the Registration Date or at the Commencement Date:
  1. the Policy is void;
  2. the Insurer shall return to You all Premiums paid by or on behalf of You under the Policy; and
  3. 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.
4. You acknowledge and agree that neither Digicel nor Bima is responsible for the return of any Premium to You.
5. 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.
6. This Policy does not acquire a surrender value.

## 6. SUM INSURED

1. 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 Digicel Payment Terms and the Registration Data.
2. Each Insured Member may only subscribe for one (1) Family Life Plan under this Policy. In the event that You, as an Insured Member, subscribe to more than one (1) Family Life Plan under this Policy (including through different Digicel mobile accounts):
  1. Your maximum benefit upon death shall be PGK12,000 across all Family Life Plans;
  2. Your maximum benefit upon Total Permanent Disability shall be PGK12,000 across all Family Life Plans;
  3. Our maximum liability to You or Your beneficiary shall be PGK12,000.
3. The Family Life 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.
- 4.
5. If You pay less than the Monthly Premium due in the preceding calendar month, then subject to clause 9(e), the Sum Insured you receive in the current month will be proportionately reduced in the following way:

where:

(i) **Actual Sum Insured** is the Sum Insured You receive during the current month when Your Actual Monthly Premium is less than Your Contracted Monthly Premium;

(ii) **Contracted Sum Insured** is the Sum Insured applicable to Your Family Life Plan;

(iii) **Actual Monthly Premium** is the premium you actually pay in the preceding month; and

(iv) **Contracted Monthly Premium** is the monthly premium applicable to Your Family Life Plan.

1. You must pay at least the 10% of the Monthly Premium (**Threshold**) applicable to Your Family Life Plan for Your cover to commence. If the amount You pay is less than the Threshold, the amount collected will be carried forward to the following month and counted as part of the Premium for that month.

## 2. TERMINATION

### 1. Automatic termination

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

1. You reaching 60 years of age;
2. payment of death or Total Permanent Disability benefits under this Policy; and
3. settlement of a claim made by You or Your Beneficiar(ies) under this Policy.

### 2. Termination due to default

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

1. You cease to be a Digicel Client, for any reason; or
2. You fail to pay the Monthly Premium due under Your Family Life Plan in full,

(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.

### 1. 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.

## 1. **POLICY EXCLUSIONS**

### 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.

### 1. **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:

1. **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.
  2. **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.
  3. **Chemical agent** means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
  4. **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.
2. **War**
1. 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.
  2. 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.
3. **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:

1. wilful self-injury;
  2. suicide or attempted suicide; or
  3. exposure to exceptional danger (except in the attempt to save human life).
2. **Epidemic**

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 any epidemic outbreak of a contagious disease that spreads rapidly and widely.

**1. HIV/AIDS and Related Conditions**

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:

1. Human Immunodeficiency Virus;
2. Acquired Immune Deficiency Syndrome;
3. miliary or disseminated tuberculosis; or
4. retroviral infection.

**2. 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:

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

**2. 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.

**1. 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.

**1. GENERAL PROVISIONS**

**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.

**1. 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.

**1. Notices**

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

1. SMS to Your prepaid or postpaid mobile service (from which daily deductions are made);
2. notification placed on [www.FamilyLifePNG.com](http://www.FamilyLifePNG.com) or on the Insurer's website at [www.cig.com.pg](http://www.cig.com.pg); or
3. 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.

## 1. 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 Family Life 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.

**Digicel Client** means the holder of Digicel prepaid or postpaid mobile credit.

**Digicel Payment Terms** means Digicel's payment terms published at [www.digicelpng.com](http://www.digicelpng.com), as revised from time to time.

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

**Epidemic** means as declared by the World Health Organization.

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

1. 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.
2. 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.
3. If there is uncertainty over scientific issues, the Parties agree to seek expert advice from a neutral and recognised organisation.

**Family Life 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 Family Life 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:

1. 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
2. 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 Family Life 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:

1. the death of an Insured Member; or
2. the Total Permanent Disability of an Insured Member.

**Summary of Cover** means the summary of cover set out in the Annexure 3, 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.