



MORTGAGE PROTECTION INSURANCE POLICY

Pacific MMI Insurance Limited
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MORTGAGE PROTECTION INSURANCE POLICY

DEATH ONLY

Policy No:

Note

This Policy does not have a surrender value nor does this Policy entitle the Insured to participate in the profits of the Company.

Agreement

In consideration of the payment of the premium, Pacific MMI (hereinafter called the "Company") agrees that in the event of the Death of the Insured Borrower at any time during the Period of Insurance the Company will, subject to the terms, conditions, exclusions and limits of this Policy, pay the Sum Insured provided for herein to the Insured.

Definitions

In this policy –

"Insured" means the Mortgagee The.

"Insured Borrower" means every person covered under this Policy who has entered into a Loan Agreement, has been accepted by the Company and has paid the premium due in respect of the Insurance.

"Loan Agreement" means the contract for a personal loan or other financial contract entered into between the Insured and the Insured Borrower referred to in the Proposal.

"Period of Insurance" means the period of the Loan Agreement shown in the Proposal during which the Loan Agreement is current.

"Risk Commencement Date" is the date of acceptance of the Proposal for this insurance by the Company.

"Sum Insured" means the net balance due (including accrued credit charges) and payable by the Insured Borrower under the Loan Agreement at the date of death together with the amount of any further credit charges accruing after that date for a period not exceeding two (2) months **provided that:**

- (a) the Company is not liable to pay for any installment payable by the Insured Borrower under the Loan Agreement which is more than two (2) months in arrears;
- (b) the Sum Insured is payable only once under this Policy.

CONDITIONS

1. Commencement of Insurance

The insurance under this Policy shall begin from the Risk Commencement Date provided the premium has been received by the Company.

2. Premium

(a) The premium under this Policy is an annual premium and is calculated in accordance with the schedules provided by the Company.

(b) The Company may vary the premium at such time as it varies the premiums for all Policies issued under the same table of premium rates used, such varied tables being available on request, provided that at least sixty days notice in writing is given before any variation becomes effective.

3. Termination of Insurance

This insurance may be terminated by:

- (a) 1. the Insured Borrower at any time by giving 30 day's notice in writing to the Insured;
- 2. the Insured at any time by giving 30 day's notice in writing to the Company.

It will be automatically terminated by the happening of any of the following:

- (b) 1. the Insured Borrower attaining 55 years of age;
- 2. the Insured Borrower fulfilling his or her obligations under the Loan Agreement;
- 3. the expiration of the term of the loan stipulated in the original Loan Agreement;
- 4. the payment of the Sum Insured.

In the event that the Insured Borrower fulfills his or her obligations under the Loan Agreement prior to the expiration of the period stipulated in the Loan Agreement, the Insured Borrower is entitled to a refund of that part of the premium applicable to the loan period remaining as determined by the Company. Such refund shall be payable to the insured to the credit of the Insured Borrower's Loan Account.

4. Notice and Claims

- (a) Written notice supported by detailed particulars in such form as may be required by the Company is to be given to the Company as soon as reasonably practicable after the death of the Insured Borrower.
- (b) No claim shall be admitted until proof of
 - 1. the identity and age of the Insured Borrower;
 - 2. the death of the Insured Borrower, and
 - 3. the existence of the Loan agreementhas been provided to the satisfaction of the Company.
- (c) The benefit payable under this Policy will be paid directly to the Insured.

5. Exclusions

This Insurance shall not apply to any event directly or indirectly attributable to or consequential upon:

- (a) Insanity, suicide or intentional self injury;
- (b) Venereal Disease, Acquired Immune Deficiency Syndrome and Human Immunodeficiency Virus;
- (c) Participation in any criminal act;
- (d) War invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military usurped power;
- (e) Death if caused intentionally and deliberately by the hands of a beneficiary or a third party who has acquired an interest in the Policy;
- (f) Tribal or clan wars or disputes of what-so-ever nature.

6. Place of Payment

Any benefit will be paid at the Head Office of the Company.

**For and on behalf of
Pacific MMI Insurance Limited**