

## TERMS OF REFERENCE

### PERSONAL ACCIDENT INSURANCE PLAN FOR THE STUDENTS OF THE QUEZON CITY UNIVERSITY

#### I. RATIONALE AND BRIEF BACKGROUND

In accordance with the Joint Memorandum Circular No. 2021-001 of CHED-DOH: "Guidelines on the gradual reopening of campuses of Higher Education Institutions for limited face-to-face classes during the COVID-19 pandemic" and Joint Memorandum Circular No. 2021-004 "Guidelines on the Implementation of Limited Face-to-Face Classes for All Programs of Higher Education Institutions (HEIs) in Areas under Alert Levels System for Covid-19 Response", the HEI shall ensure that students who will participate in limited face-to-face classes under this JMC and subsequent guidelines to be issued by CHED are registered with PhilHealth, either as a direct or indirect contributor or with equivalent medical insurance that covers medical expenses related to COVID-19. The HEI shall ensure compliance with this and in the absence of which and in case of infection to student brought about by the conduct of limited face-to-face classes, the HEI shall assume the expenses as may be warranted by the situation.

Student Insurance is also part of the Medical and Dental Fee being collected by QCU from CHED based on the IRR of RA 10931 known as "Universal Access to Quality Tertiary Education Act" Section 3 (kk). This refers to all fees intended for health services provided to the students including physical, dental, and mental health assessment, examination, and treatment in the institution to ascertain that the student is physically and mentally fit and does not have any contagious illness(es). This includes an all-purpose student insurance to cover in-campus and off-campus activities.

The Quezon City University is currently conducting limited face-to-face classes even in the presence of the HOPE II facility located inside the university's premises. The university displays the importance of its students and personnel by ensuring that their lives are the number one priority of the University. The awareness brought by COVID-19 notifies us the true meaning of health is wealth. To protect the health of the university's students, the university proposes an Accident Insurance Plan (including Covid-19 sickness) that will benefit every student.

#### II. PROJECT DESCRIPTION

The Personal Accident Insurance Plan shall provide the university's students a corresponding benefit that covers the following: (a) Accidental Death/Dismemberment/ Disablement (AD&D); (b) Permanent Total Disablement/dismemberment (PTD)-*due to accident*; (c) Unprovoked Murder or Assault (UM&A)-*subject to territorial limitations*; (d) Accident Medical Reimbursement (AMR)-*including UM&A and Maximum Coverage Benefit (MCB)*; (e) Accident Burial Benefit-*including MCB*; (f) Daily Hospital Income (DHI)-*up to 30 days due to accident and sickness (including Covid 19)*; (g) Tutorial Fees-*if the student were not able to go to school for a minimum of 15 days due to accident or natural illness (via reimbursement), aggregate limit of Php60,000.00*; (h) Ambulance Fee Benefit (ABF), *aggregate limit of Php60,000.00*; (i) Medical Reimbursements-*due to Dengue, aggregate limit of Php60,000.00*; (j) Financial Assistance Benefit (FAB)-*death to non-accidental cause*; (k) Financial Assistance Benefit (FAB)-*death to insect bites, animal bite and sexual assault, up to 10 qualified claimants only*; and (l) Fire Assistance Benefit, *maximum of Php10,000.00 per dwelling, aggregate limit of Php50,000.00*.

#### III. COVERAGE

To be eligible for membership under the Personal Accident Insurance Plan, the following are the requirements:

- Students must be currently enrolled for the AY 2022-2023;
- Age limit is 15 to 65 years old;

Total Eligible Students as of November, 2022: 9,908

General Conditions:

- Named basis;
- Pre-existing conditions are not covered;
- Compulsory enrollment;
- No coverage is effected to undeclared members;
- 30 days notification of claim and 90-day submission of claim documents.

The Quezon City Government shall allocate Php 50.00 per student.

**IV. SERVICES AND BENEFITS**

A. Beneficiaries are entitled to the following benefits based on the eligible coverage under the policy that may occur inside or outside the university campus.

<b>BENEFITS</b>	<b>AMOUNT (Php)</b>
Accidental Death/Dismemberment and Disablement (AD&D)	90,000.00
Permanent Total Disablement/Dismemberment (PTD) - <i>due to accident</i>	90,000.00
Unprovoked Murder or Assault (UM&A) - <i>subject to territorial limitations</i>	90,000.00
Accident Medical Reimbursement (AMR) - <i>including UM&amp;A and MCB</i>	18,000.00
Accident Burial Benefit (ABB) - <i>including MCB</i>	13,500.00
Daily Hospital Income (DHI) - <i>up to 30 days due to accident and sickness (including Covid-19)</i>	400/day
Tutorial Fees- <i>if the student were not able to go to school for a minimum of 15 days due to accident or natural illness (via reimbursement), aggregate limit of Php60,000.00</i>	1,500.00
Ambulance Fee Benefit (ABF), <i>aggregate limit of Php60,000.00</i>	1,500.00
Medical Reimbursement - <i>due to Dengue, aggregate limit of Php60,000.00</i>	4,500.00
Financial Assistance Benefit (FAB) - <i>death to non-accidental cause</i>	9,000.00
Financial Assistance Benefit (FAB) - <i>death to insect bites, animal bite and sexual assault, up to 10 qualified claimants only</i>	9,000.00
Fire Assistance Benefit, <i>maximum of Php10,000.00 per dwelling, aggregate limit of Php50,000.00.</i>	5,000.00

B. Description of Benefits

Accidental Death / Dismemberment / Disablement

Indemnify the insured's beneficiary/ies up to the amount stipulated in the policy schedule due to Accidental death and disablement and dismemberment within 180 days from the date of accident according to the schedule or table of benefits in case of dismemberment the date of the accident:

**TABLE OF INDEMNITIES – ACCIDENT RELATED INJURIES**

<b>DESCRIPTION OF DISABLEMENT</b>	<b>Percentage of the Principal Sum</b>
Death	100%
Loss of Two Limbs	100%
Loss of both hands, or all fingers and both thumbs	100%
Loss of both feet	100%
Total loss of sight of both eyes	100%
Injuries resulting in being permanently bedridden	100%
Any other injury causing permanent total disablement	100%
Loss of arm at or above elbow	70%
Loss of arm between elbow and wrist	60%
Loss of hand	50%
Loss of four fingers and thumb of one hand	42%
Loss of four fingers	35%
Loss of thumb	15%
Loss of index finger	10%
Loss of middle finger	6%

Loss of ring finger	5%
Loss of little finger	4%
Loss of metacarpals-first or second (additional)	3%
Third, fourth or fifth (additional)	2%
Loss of leg at or above knee	60%
Loss of leg below knee	40%
Loss of one foot	50%
Loss of toes - all of one foot	15%
Loss of big toe	5%
Loss of any toe other than big toe	1%
Loss of sight of one eye	50%
Loss of hearing - both ears	50%
Loss of hearing - one ear	25%

Total permanent loss of the use of a member shall be treated as loss of such member.

The loss of the first joint of the thumb or any other finger or of any two shall be considered as equal to the loss of one half of the thumb or finger or toe and the benefit shall be one half of the benefit above specified for the loss of the thumb or finger or toe.

Where, however, there is loss of two or more parts of the hand, the percentage payable shall not be more than the loss of the whole hand.

Where the injury is not specified, the provider will adopt a percentage of disablement which is not inconsistent with the provisions of this table.

The aggregate of all percentages payable with respect to any one accident shall not exceed 100%

#### Permanent Total Disability

In case an accident results in permanent disabilities or lifelong total impairment such as loss of both the limbs, then a specified sum insured amount is paid to the policyholder according to the schedule of benefits in case of dismemberment or total and permanent disability.

#### Dismemberment

Amputation or severance of the injured limb from the body.

#### Unprovoked Murder and Assault

Indemnify the insured's beneficiary/ies. In case of DEATH or PERMANENT DISABLEMENT caused by MURDER or ASSAULT or any attempt threat provided such murder or assault shall not have been provoked by the Assured and provided such murder or assault shall not have been occasioned by or shall not have happened through: War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power, Riots, Strikes, Military or Popular Rising. However, there shall no recovery in any of the following cases:

If the Insured, at the time of loss is:

- holding any elective government position
- engaging in political activities; or
- performing investigative, security or political function

Is it further declared and agreed that there will be no recovery under the Policy if Murder or Assault or any attempt threat occurs in any of the following place: Lanao del Norte, Lanao del Sur, South Cotabato, North Cotabato, Maguindanao, Sultan Kudarat, Sulu Archipelago, Zamboanga Sibugay Municipalities, Zamboanga del Norte, Zamboanga del Sur except Zamboanga City

#### Accident Medical Reimbursement

Pays the actual cost, up to the amount selected for medical or surgical treatment, including trained nurses and hospitalization incurred within 52 weeks from the date of the accident and resulting from injuries sustained, including Unprovoked Murder and Assault injuries.

#### Accident Burial Benefit

The Accident Burial Expense Benefit as provided in the Schedule of Benefit of the Policy is payable to the named beneficiary in case of death of the insured due to accident. However, this benefit is not payable in case of death of the insured due to Unprovoked Murder and Assault.

#### Daily Hospital Income

Pays a fixed benefit for each day the Insured is confined in a hospital due to accident and sickness (including Covid-19) for a maximum of 30 days.

#### Tutorial Fees (Reimbursement)

Pays the actual cost, up to the amount specified. The policy for the expenses incurred for the tutorial services of a qualified and licensed teacher, other than relative should the insured student were not able to go to school for a minimum of 15 days due to accident or natural illness.

#### Ambulance Fee Benefit

Pays a fixed amount in case of emergency use of ambulance due to a covered accident subject to submission of Official Receipt upon claim.

#### Medical Reimbursement due to Dengue

Pays the actual cost of medical treatment, up to the amount specified in the policy resulting from Dengue.

#### Financial Assistance Benefit due to Non-Accidental Cause

Pays a lump sum cash in case of death due to non-accidental cause up to the specified limit on the policy schedule. However, this benefit is not payable in case of death due to Pre-existing condition.

#### Financial Assistance Benefit due to insect bites, animal bites and sexual assault

Pays a lump-sum cash in case of death due to insect bites, animal bites and sexual assault up to the specified limit on the policy schedule. However, this benefit is not payable in case of death due to Pre-existing condition.

#### Fire Assistance Benefit

Pays a fixed benefit to aid the Insured in case of total loss of home due to fire. Home shall be defined as the current living place of the Insured during the occurrence of loss.

#### C. Extension of Cover

- Injuries due to animal bites/attacks including insect bites (except Mosquito Bites)
- Accidental food poisoning
- Accidental Drowning
- While riding as a passenger of any type of public conveyance license to carry passenger be it by sea, by land or by air.
- Riot and Strike (not as participant)
- Inclusion of motorcycle and bicycle accidents up to 100% of the benefits, provided has a valid driver's license and wearing of helmet at the time of accident

### Motorcycling Inclusion

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that motorcycling coverage is deemed extended to the Insured person(s) under the policy while operating, riding or alighting from a motorcycle, except while participating in any form of racing, competition, pace making, reliability trial or speed testing. The maximum liability of the provider under this benefit provision is deemed limited to the applicable amounts stated in the schedule of benefits.

#### D. Clauses

##### Acts of Nature

This policy EXTENDS to COVER Acts of Nature i.e. Flood, Typhoon, Hurricane, Earthquake, Volcanic Eruption or Tidal Wave.

##### Sabotage and Terrorism Exclusions Clause

Notwithstanding any other war risk or terrorist exclusion that maybe in the Policy or any clause limiting or attempting to limit the application of any endorsements to the policy. This policy is amended as follows:

The Policy does not cover loss or damage to the insured caused by, or resulting from, contributed to, aggravated by any of the following perils, whether such loss or damage is accidental or intentional, intended or unintended, direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any perils insured by the Policy.

- (1) War, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack
  - (a) by government or sovereign power (dejure or de facto) or by any authority maintaining or using military, naval or air forces; or
  - (b) by military, naval, or air forces: or
  - (c) by an agent of any such government, power, authority or force.
- (2) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental;
- (3) Insurrection, mutiny, civil commotion assuming the proportion of or amounting to a popular rising, rebellion, revolution, sabotage, civil war, usurped power, or action taken by the government authority in hindering, combating, or defending against such an occurrence, seizure or destruction;
- (4) Any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for Terrorist purposes.
- (5) Hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to air-craft, watercraft, truck(s), train(s) or automobile(s), including any attempt, seizure of control, made by any person or persons.
- (6) Such loss or damage is excluded regardless of any cause, event of intervention that contributes concurrently or in any sequence to the loss or damage.

Terrorist purpose means the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property(s), for the actual apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government.

#### V. PROJECT STANDARDS AND REQUIREMENTS

1. The students covered by the insurance should be enrolled for the current Academic Year.
2. The insurance coverage will be terminated for those students who graduated.

3. The provider guarantees to deliver efficient and effective service consistent with the objectives of the contract;
4. The bidder must be an insurance company duly licensed to do business in the Philippines and must have a minimum paid up capital (PUC) of P 1,000,000,000 as required by Department of Finance, Department Order 15-2012 dated June 1, 2012. The bidder must show proof of PUC compliance.;
5. The provider shall provide liaison officer, coordinator, and hotline services on a 24-hour/7-day basis to attend to availment concerns;
6. The Prospective bidder must present a duly issued Certificate of Authority issued by the Insurance Commission authorizing or allowing it to provide any insurance services;
7. Prospective bidder must be in good standing in all affiliated hospitals nationwide. The provider must maintain its good standing status with the providers during the duration of the contract.
8. The bidder shall present their Securities and Exchange Commission (SEC), or Department of Trade and Industry (DTI) registrations showing that they are registered as Insurance Service Providers;
9. The provider shall issue a copy of policy of insurance plan upon the effectivity of the plan.
10. The provider shall conduct a one-day orientation to discuss details to all beneficiaries upon effectivity of the plan;
11. The plan holder shall be fully satisfied to the services and benefits as prescribed by the policy;
12. The provider shall be required to submit to QCU (Quezon City University) actual utilization reports.

## **VI. PROJECT DURATION**

Group Policy must be issued to QCU within fifteen (15) calendar days upon issuance of Notice to Proceed (NTP).

Insurance Coverage: One (1) year upon issuance of Group Policy

Conditions:

1. Qualified students shall be covered for the duration of one (1) year, unless earlier terminated for valid or just causes.
2. For students to be continuously covered, the students must be officially enrolled for the following semester.

## **VII. APPROVED BUDGET FOR THE CONTRACT**

The approved budget for the contract is **FOUR HUNDRED NINETY-FIVE THOUSAND FOUR HUNDRED PESOS (Php 495,400.00)**.

## **VIII. TERMS OF PAYMENT**

Procuring entity shall pay the supplier 100% of the total premium upon delivery of Group Policy.

## **IX. PENALTIES FOR BREACH OF CONTRACT**

Failure to deliver the services according to the standards and requirements set by the Quezon City Local Government shall constitute an offence and shall be subject to penalties and or liquidated damages pursuant to RA 9184 and its revised implementing rules and regulations.

**X. CANCELATION OR TERMINATION OF CONTRACT**

The guidelines contained in RA 9184 and its revised IRR shall be followed in the termination of any service contract. In the event the City Government terminates the contract due to default, insolvency, or for any cause, it may enter into negotiated procurements pursuant to Section 53 (d) of RA 9184 and its IRR.

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