

A membership program for a decent and dignified memorial service

MEMBERSHIP AGREEMENT OF MEMORIAL SERVICES PROGRAM BETWEEN THE CARDHOLDER AND DMS 1955 CORPORATION

I. CONTRACT:

This Membership Agreement is issued in consideration of your Application and conditioned on your payment to us of the chosen Program of memorial services. The entire contract is contained in the application and in this Agreement, together with any duly authenticated annexes. NO STATEMENT, PROMISE OR INDUCEMENT MADE BY ANY PERSON OR THROUGH ANY AGENT, EMPLOYEE OR REPRESENTATIVE NOT CONTAINED HEREIN SHALL BE BINDING OR VALID.

II. DEFINITION OF TERMS

In this Agreement the words "you" and "your" refer to you, the cardholder named herein. The words "we", "us" and "our" refer to us, DMS 1955 CORP.

"CARDHOLDER" means the person named in the application and this Program Agreement who is the payor of the plan and for whom the memorial services must be rendered.

"PROGRAM PRICE" is the stipulated price to be paid by the Cardholder for the purchase of the program under this agreement.

"MODE OF PAYMENT" the program must be paid one time for one year, upon purchase and renewable yearly.

"PAYING PERIOD" refers to the yearly renewable date based on the first date of purchase.

"CONTESTABILITY" is the period of six (6) months for Cardholders aged 18-59 and period of one (1) year for Cardholders ages 60-65 wherein claims are subject to inspection and additional requirements.

"EFFECTIVE DATE" the date at which the program is approved by us.

"IN FORCE PROGRAMS" programs whose payments are updated (yearly).

"LAPSED PROGRAMS" programs which are delinquent and not renewed on the anniversary date yearly and the delinquency extends beyond the grace period of thirty (30) days.

"ACCIDENTAL DEATH & DISMEMBERMENT" Beneficiary shall receive Php20,000.00 if the insured dies to accidental causes. This also provides indemnity for the loss of limb, speech, hearing or sight, total and permanent disability resulting from bodily injury within 180 days from the date of accident through the service provider.

"MEDICAL REIMBURSEMENT" When by reason of injury due to accident, the insured shall require treatment by a physician or surgeon, confinement in a hospital or the employment of a licensed or graduate nurse, then the service provider will reimburse the actual expense incurred, but not to exceed Php1,000.00

"UNPROVOKED MURDER OR ASSAULT" Beneficiary will receive Php10,000.00 in the event the insured die due to unprovoked murder or assault through the service provider.

"SERVICE PROVIDER" Refers to the company which has agreed to render their services.

"MORTUARY" refers to the entity who has been contacted by us or our service provider to render the memorial service guaranteed under this program.

"MEMORIAL SERVICES" are the guaranteed services & features provided under the program

III. PERSON ELIGIBLE FOR MEMBERSHIP

Any natural person who is not mentally incompetent nor physically impaired, and who is not under 18 years old nor more than 64 years of age (age at last birthday), is eligible for membership, provided he does not fall under the exclusions listed herein. Exit age for membership shall be upon attainment of age 65.

Exclusions for membership and coverage are automotive racers (drivers, mechanics, motorcycle racers and racer riders), trainers (wild animals trainer, steeplechase riders, acrobats, divers, steeplejack and flagpole workers, dynamite fishermen, entomologists, gamblers, professional steeplejacks and zoological collectors). All members of the Armed Forces of the Philippines (AFP) in all its branches in active service, the Philippine National Police (PNP) in active service, the Civilian Armed Forces Geographical Units (CAFGU) and the Barangay Self Defense Units (BSDU) in active service are not eligible for membership and coverage hereunder.

IV. MEMORIAL SERVICES

We guarantee the rendition of the contracted memorial services and more specifically described as follows:

A. FIRST CALL & IMMEDIATE SERVICE

Upon notification of death of Cardholder, you are required to submit initial requirements (Copy of Birth certificate and Death certificate, DMS Membership Card and activation code, and two valid identifications with signature) for DMS to arrange and coordinate with the mortuary of choice, by settling the downpayment to render immediate standard package of memorial service. Failure to submit initial requirements hinder DMS to render service.

B. PROFESSIONAL SERVICES & ARRANGEMENTS

Memorial services and arrangements consists of pulling out of the body, embalming for five (5) days, preparation/reposing, senior lizo casket (wood), devotional equipments, chapel (please see brochure for complete list) and delivery to cemetery/crypt.

C. COMPLETION OF MEMORIAL SERVICE

After the First Call, you are given five (5) days to complete other documents (Certified true copy of Death Certificate authenticated by the Local Civil Register, Claimant's Statement, Attending Physician's Statement and Affidavit of Discrepancy (in case of inconsistencies such as wrong spelling of name, etc.)) for DMS to settle payment for the mortuary's standard package. Failure to complete said requirements, Cardholder will shoulder the remaining balance due to the mortuary and other memorial expenses. But upon completion of said requirements, DMS will reimburse the amount of the standard package less initial payment made by DMS.

V. ITEMS NOT INCLUDED

The program and handling charges in this Agreement include only memorial services described herein and do not include the cost of cemetery/memorial park lot, niche, crypt, cremation, obituary notice, thank you cards, burial and interment charges by cemetery or memorial park, additional copies of the death certificate, cost of autopsy, embalming charges beyond five (5) days, extra viewing fees in excess of five (5) days, charges for viewing in church or temple when requested, services of a priest or minister when requested and such other expenses not listed and described in this Agreement. The cost of additional or extra services shall be borne by your family, heirs or assigns and shall be paid directly to the designated mortuary, or the appropriate payee.

VI. GUARANTEE

In consideration of your full payment of this program for memorial service, plus handling charges, if any, we guarantee to arrange and negotiate with a mortuary of our choice to provide, irrespective of cost at the time it is needed by you the memorial service chosen and indicated in the schedule and more particularly described under Section III of this Agreement.

Upon rendition and payment of the memorial services, DMS shall be discharged from all its obligations under this Agreement.

VII. REQUEST FOR RENDITION OF MEMORIAL SERVICE

We shall have the sole and exclusive right to make all negotiations and necessary arrangements with the mortuary of our choice In connection with the contracted memorial service. Time being of the essence, it is the responsibility of your family to give us immediate notification in person or by telephone, duly acknowledged by us in order that the necessary arrangements for the rendition of memorial services may be made by us.

If your family will negotiate directly with a mortuary for the rendition of memorial services without our express approval, it is mutually agreed that the program is considered unrendered in accordance with Section XVI.

VIII. REASONABLE SUBSTITUTION/ADJUSTMENTS

If the performance of the chosen memorial service is requested in a locality where such is not available, you agree that we can make reasonable substitution and adjustments.

IX. PROGRAM PRICE

You agree to pay the program price of the memorial service for one (1) year, plus handling charges if any for the yearly renewable amount one month prior to the anniversary date of your program. For your convenience, you may call us directly for your renewal or, inform us of your intention to renew when reminded by our office representative one month prior to your anniversary date. We only honor payments acknowledged by our official receipts.

X. GRACE PERIOD

You are given a grace period of thirty (30) from your anniversary date to renew your program. If any renewal payment remains unpaid despite written notice that the program shall lapse and if no payments is made within the grace period this Agreement shall lapse and be considered of no force and effect and you will lose all rights for a memorial service except the right to reinstate in accordance with the provision on reinstatement.

XI. REINSTATEMENT

If this Agreement lapses because you did not pay the yearly renewal within the grace period, you, in the order given may ask us to reinstate the same. We shall do so subject to the following conditions:

1. You shall submit to us an application & other documents for reinstatement for our approval.
2. If qualified, you shall be considered as a new applicant subject to six (6) months contestability for ages 18-59 and one (1) year contestability period for ages60-65 from the approval of the application of your reinstatement.

XII. TRANSPORTATION

We agree to provide reasonable assistance in arranging for the contracted memorial service beyond 15 kilometers from the servicing mortuary but extra expenses for the transportation shall be paid by your family.

XIII. NON-TRANSFERRABLE

This program after its acquisition and in full force cannot be assigned nor transferred to any individual except for the exclusive use of the person whose name appears in this Agreement.

XIV. FORTUITOUS EVENT/IMPOSSIBILITY

We shall not be liable for any inconvenience, loss, damage or delay, that you may sustain due to fire, earthquake, war or civil disturbance, extra-ordinary economic upheaval, strikes or labor disputes, acts of God, government legislation or regulation, or such other conditions that are beyond our control in connection with the implementation of our obligation in this Agreement.

XV. CREMATION

Should you wish to be cremated, we will make the necessary arrangements to effect such wish, subject however to existing laws and regulations. We will not refund, rebate or give discount for the unused casket, unrendered service or unused facilities or items in the memorial services contracted for due to cremation. The actual cost of cremation shall be paid by your family, unless Cardholder's memorial program includes cremation.

XVI. TERMINATION

This Agreement shall automatically end:

1. If you terminate this Agreement by giving us a written notice to that effect, or
2. If you fail to renew the following year despite the written notice as such, failed to avail of the 30 days grace period; or
3. If this Agreement is lapsed; or
4. After the memorial services have been rendered by Cardholder.

XVII. JURISDICTION OF VENUE

All complaints, questions of law or other controversies arising from this Agreement shall be filed by the parties exclusively before the courts in the City of Manila. Alternatively, the parties may opt to submit the matter for mediation before the SEC.

KNOW ALL MEN BY THESE PRESENTS:

DMS 1955 CORP., a corporation duly registered under the laws of the Philippines and duly licensed and registered with the proper government agencies, hereinafter called DMS, and the CARDHOLDER herein named have agreed to enter into this Program Agreement subject to the terms and conditions hereinafter set forth.

MEMBERSHIP NO.: _____		ACTIVATION CODE: _____	
CARDHOLDER'S NAME: _____			
MEMBER SINCE: _____		DATE OF COVERAGE: _____	
BIRTHDATE: _____		AGE: _____	GENDER: _____
MEMBERSHIP	AMOUNT	PAYMENT MODE	EXPIRATION

All the terms, provisions and conditions contained in the application for PROGRAM AGREEMENT duly signed by the CARDHOLDER and under the General Provisions found on the attached form _____ as well as of the duly endorsement hereto attached, constitute the entire Agreement between DMS and the CARDHOLDER.

SIGNED AND SEALED on _____, Manila, Philippines

Verified by: _____ Approved by: _____ Noted by: _____
 Rolando R. de Vera VP-COO Felipe T. Aqui, Jr. VP-CFO Restituto C. Esguerra President / CEO