

## **ManulifeMOVE Terms and Conditions**

### **1. Definitions**

In the terms and conditions (“Terms and Conditions”), unless the context otherwise requires;

“Eligible Plan” means the designated new policies or rider applications received by and issued by Us on or after January 1, 2016. For a list of eligible plans, please log on to [www.manulife.com.ph](http://www.manulife.com.ph);

“Fitness Tracker/s” means any device/s used to track the steps under the ManulifeMOVE Program;

“MOVE Account” means the membership maintained with Us in respect of the ManulifeMOVE Program;

“MOVE Reward Level” means the set goal that You have to attain in order to achieve Special Premium Rate on Your eligible plan;

“Special Premium Rate” means the adjusted premium rate on Your eligible plan that You are entitled to based on the MOVE Reward Level You have attained;

“Program” means the ManulifeMOVE Program, including, but not limited to the Special Premium Rate;

“Partner/s, Merchant/s” means the entity/ies that provide/s the Fitness Trackers under the Program.

“We, Our, Us” means The Manufacturers Life Insurance (Co.) Phils. Inc.; and

“You, Your” means the ManulifeMOVE member (Mover), the person in whose name the MOVE Account is maintained, as used in this document.

### **2. Qualification**

2.1 Subject to the Terms & Conditions, You are eligible to apply for ManulifeMOVE membership if You meet the following requirements:

- 2.1.1 You must be 18 years old or above at the time of application; and
- 2.1.2 You must have a valid email address registered with Us; and
- 2.1.3 You must be named as the Life Insured of at least one coverage of eligible plans.

2.2 To be a ManulifeMOVE member, You must be insured under an individual policy. Membership is not available to Our corporate or other legal entities.

### **3. Membership**

3.1 ManulifeMOVE membership is granted based on Our sole discretion. We may refuse membership to any applicant.

3.2 Each Life Insured is entitled to only one ManulifeMOVE membership.

3.3 To enroll as ManulifeMOVE member, You must submit the completed and signed ManulifeMOVE Enrollment Form together with the Application Form of the eligible plan. If You are named as the Life Insured in more than one eligible plan, You only need to submit one ManulifeMOVE Enrollment Form. Special Premium Rate earned through the ManulifeMOVE Program will automatically apply to all eligible plans.

3.4 In general, Your membership commences on the day the eligible plan was issued if You submit Your ManulifeMOVE Enrollment Form as per Section 3.3.

3.5 Your membership will be confirmed as successful if You activate Your MOVE account by installing the ManulifeMOVE mobile app within sixty (60) days from receipt of the membership activation link via email. Notification email will be sent to You upon confirmation of membership.

3.6 The ManulifeMOVE membership year is the period defined under Section 5.2.

### **4. Eligible Plans**

4.1 The ManulifeMOVE Eligible Plans shall mean any of the following plans:

- 4.1.1 Manulife Health Choice
- 4.1.2 Manulife Adam
- 4.1.3 Manulife Eve
- 4.1.4 Manulife Seasons with Enhanced Critical Illness Rider or Hospitalization Income Benefit Rider
- 4.1.5 Enhanced Critical Illness Rider
- 4.1.6 Hospitalization Income Benefit Rider

In addition, the applications for any of the above plans are submitted through Manulife insurance / financial advisor/s and approved on or after January 1, 2016, and with the ManulifeMOVE applicant being the person Insured.

4.2 An existing coverage applied for and approved before January 1, 2016 that is converted into or bought as a replacement policy for an eligible plan after the aforementioned date will be regarded as an eligible plan.

4.3 Eligible plans are subject to change from time to time. Please refer to [www.manulife.com.ph](http://www.manulife.com.ph) for the list of eligible plans.

## 5. MOVE Reward Level

5.1 To earn Special Premium Rate, You must meet the MOVE Reward Level requirements as follows:

MOVE Reward Level	Average Daily Steps Requirement	Applicable Special Premium Rate
Level 1	5,000	Less 5% of Original Modal Premium
Level 2	7,000	Less 7% of Original Modal Premium
Level 3	10,000	Less 10% of Original Modal Premium

5.2 The average daily number of steps made is calculated by the ManulifeMOVE mobile app and is equal to the total number of steps as per the last sync in Insured's Fitness Tracker app divided by the number of calendar days in the respective tracking period, defined as follows:

Membership Year	Tracking Period
Year 1	From the ManulifeMOVE mobile app activation date to 60 days prior to the first ManulifeMOVE anniversary. Such period must have at least 180 calendar days.
Year 2 and onwards	From 60 days prior to the ManulifeMOVE anniversary to 60 days prior to the next ManulifeMOVE anniversary. (365 calendar days)

In case the tracking period falls below the minimum of 180 days for Year 1, the insured will not be eligible for the special rates and the steps made on that period will be forfeited. The insured will still be eligible for the special rates starting Year 2.

Your entitlement to Special Premium Rate depends on the MOVE Reward Level You have attained based on the Manulife MOVE app.

Failure to sync the Fitness Tracker to Your ManulifeMOVE app may result in failure to achieve the required average steps to attain a specified MOVE Reward Level. Calculated average number of steps based on the Tracking Period for the membership year would be deemed final.

5.3 You can attain the MOVE Reward Level if Your average daily number of steps is at least equal to the corresponding requirement for that level. Special Premium Rate would be given based only on the highest level attained.

5.4. If the MOVE Reward Level is not achieved in any given membership year, Special Premium Rate can still be applied thereafter if the MOVE Reward Level in subsequent membership years is attained.

## **6. Special Premium Rate**

6.1 The Special Premium Rate applies only while the Policy remains in force and shall be automatically applied to all modal premiums for eligible plans and eligible riders due on Your next policy year.

6.2 If eligible riders are attached to a non-eligible plan, the Special Premium Rate is only applicable to the eligible riders.

6.3 The Special Premium Rate starts only from the second policy year up to the last year of premium payment of the Policy.

6.4 The Special Premium Rate is not guaranteed and varies based on the MOVE Reward Level the Insured has attained according to the average daily number of steps made as defined in Section 5.

6.5 The amount payable shall be equivalent to the applicable Special Premium Rate.

## **7. Special Premium Rates and Fitness Tracker**

7.1 We shall have no liability for withdrawals of Partners from the ManulifeMOVE Program or discontinued services from the Partners for any reason.

7.2 We do not make any representation and/or warranty on the Fitness Tracker redeemed by You nor accept any liability for expenses, losses or damages which You may incur as a direct or indirect result of You using any product or services under the ManulifeMOVE Program.

7.3 We are entitled, for any reason at any time, without liability or prior notice, to suspend the calculation, accrual or redemption of Fitness Tracker and/or Special Premium Rate, to rectify any error in the calculation, or otherwise adjust such calculation.

7.4 For the Unit-Linked plans, in the event that the policy is redeemed during the cooling-off period, We may reduce the amount of the proceeds by the amount equivalent to the cost of free Fitness Tracker.

## **8. Termination of Membership**

8.1 Your ManulifeMOVE membership terminates on the earliest of the following dates:

8.1.1 the date when you are no longer covered under any of the eligible plans; or

8.1.2 the date of Your demise; or

8.1.3 the date of terminating the ManulifeMOVE membership as specified in the written notice through email to [moveph@manulife.com](mailto:moveph@manulife.com); or

8.1.4 the date when the evidence of commitment of the conditions set in Section 8.3 was acquired

8.2. In the event Your ManulifeMOVE membership terminates, all future Special Premium Rate shall automatically be forfeited after the voluntary or involuntary cancellation of Your eligible plan.

8.3 Manulife reserves the right to terminate, suspend or deactivate Your membership or exclude You from participating in the Program for any of the following causes:

8.3.1 You failed to fulfill the requirements as set out in Section 2 (Qualification) of the Terms and Conditions; or

8.3.2 You have in any way breached the Policy Contract of an eligible plan; or

8.3.3 You conducted Your MOVE account in a manner inconsistent with the objectives and intentions of the Program such as but not limited to:

8.3.3.1 Dishonest, abusive, fraudulent or unauthorized use or activity

8.3.3.2 Misconduct or if any dishonest or fraudulent means or Fitness Trackers are used by You, any member of Your household or anyone acting on Your or their behalf in relation to ManulifeMOVE

8.4 Once terminated, reinstatement or re-enrollment of Your Manulife MOVE Membership shall be subject to Our review and approval.

8.5 We reserve the right to modify, terminate, suspend, cancel, deactivate, recall or revoke the ManulifeMOVE Program (including, but not limited to, Partners, Fitness Trackers, MOVE Reward Level and requirements), the Terms and Conditions, the ManulifeMOVE mobile app Terms of Use and the Manulife Privacy Policy (in whole or in part) at any time and at Our sole and absolute discretion for any reason whatsoever without prior notice and You shall be bound by such variations and amendments. If You are not satisfied with the changes, Your sole recourse shall be to terminate Your membership in line with the termination provisions set out in Section 8. Any changes will be subject to prior approval by the Insurance Commission.

8.6 Your continued subscription to the Program shall also mean Your continuing acceptance to be bound by the Terms and Conditions and other relevant agreements and Endorsements of the Program.

## **9. Other Conditions**

9.1 Manulife does not guarantee that the ManulifeMOVE Program will continue indefinitely or that it will be managed and owned by Us.

9.2 We are not liable if We are unable to perform Our obligations under the Terms and Conditions, due directly or indirectly to the failure of any Fitness Tracker or communication system, industrial dispute, war, acts of nature, or anything outside Our control or outside the control of Our agents or any third party.

9.3 We shall not be responsible for any delay in the transmission to Us of Your activity record. We are not responsible for disconnection between the Fitness Tracker and/or its app, and shall not be liable to any record loss.

9.4 We shall be entitled and without liability to You or to any third party to extend any processing time for the awarding or loading of the application of the Special Premium Rate.

9.5 All questions or disputes regarding eligibility for the Program or eligibility of Special Premium Rate will be resolved by Us at Our sole discretion.

9.6 Our decision and records on all matters relating to the Program shall be final and binding on You.

9.7 The provisions of the Policy Contract on the enrolled policies where the member is named as the Life Insured shall likewise apply.

**9.8 We recommend that You consult with Your physician before You undertake to follow any health and fitness instructions You may receive from ManulifeMOVE, Our websites, communication channels and social media. We are not a licensed medical provider and have no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition. ManulifeMOVE is not intended to be a substitute for professional medical advice, diagnosis, treatment or management of care following an assessment in the event of abnormal health screen results. You should not change or discontinue any assistance or treatment You may be receiving on the basis of information provided in relation to any Fitness Tracker, services, software available or tools accessed or used without first consulting Your healthcare provider. Information provided through ManulifeMOVE is general information only and does not take into account Your personal circumstances and is subject to change. Should You have any health related questions or an emergency, please call or see Your healthcare provider promptly.**

9.9 As a necessary consequence of Your enrolment or availing of Fitness Tracker of ManulifeMOVE, We collect and process Your personal and sensitive information as You have provided to Us. You hereby give Your consent to such collection and processing of Your personal and sensitive information for the purpose of carrying out the intents and purposes of the ManulifeMOVE. You also authorize Us to transfer, share or disclose personal or sensitive information and Your membership to Our affiliates, Partners, and such other third parties as We deem necessary for the purposes of the Program. We shall endeavor to protect the confidentiality of Your personal and sensitive information and shall use, process, or share the same to Our Partners or affiliates for legitimate purposes only and in accordance with Our Privacy Policy.

9.10 You hereby agree that any information provided by You for use of ManulifeMOVE is on a voluntary basis and is only for Your membership, participation and attainment of Fitness Tracker and Special Premium Rate in ManulifeMOVE. You also agree that the information provided by You for Your membership, participation, attainment of Fitness Tracker and Special Premium Rate in ManulifeMOVE does not constitute disclosure of information for the purposes of an insurance Policy Contract between Manulife and You. Notwithstanding the information provided by

You for the membership, participation and attainment of Fitness Tracker and Special Premium Rate in ManulifeMOVE, You are still obliged to disclose all relevant and material information in any proposal for the purchase of an insurance policy and/or any claims form for claims under an insurance policy sold by Manulife.

9.11 You are responsible for advising Us of any change in Your contact details, including email and physical mail address and mobile number, and ensuring that Your email address remains current and unblocked and that communications from Us are not filtered or placed in a location where You do not see them. We shall not be liable for failure to deliver a notice to You where You have failed to comply with what have been mentioned. We shall not be liable if You fail to receive notice or special offers sent to Your email account.

9.12 You hereby give Us Your consent to contact You via electronic transmission (e.g. email), mail, SMS, MMS, telephone, fax and other means of communication in respect of Your membership and participation in the Program. We shall use reasonable methods to convey notices and other material relevant to ManulifeMOVE members to advise You any matters of interest, including changes to the Program and/or Special Premium Rates, but We shall not be responsible for correspondence lost or destroyed.

9.13 Any notice or other material shall be deemed to be communicated if it is uploaded to the Manulife website or ManulifeMOVE mobile app or if it is sent to the email, mobile number and/ or physical mail address last notified to Us by You.

9.14 We do not make any representation and/or warranty on the Fitness Trackers offered under the Program. Furthermore, We shall not in any way be liable to You or any third party for any Fitness Tracker or other privileges or the quality or performance of such Fitness Tracker or other privileges redeemed from or supplied by any Merchant or any third party under or pursuant to the Program, including for any death, injury, loss of or damage to property, or consequential loss or damage of any nature that You, and if applicable, any person/s, may or has/have suffered arising from or out of the redemption and use of any Fitness Tracker. You should seek redress and direct any complaints or comments in respect of such Fitness Tracker or other privileges to the respective Partner, Merchant or third party.

9.15 To the fullest extent permitted by law, Manulife disclaims all express or implied warranties including, but not limited to, warranties of satisfactory quality, merchantability and fitness for a particular purpose. Manulife shall not be liable for any damage or loss of any kind directly or indirectly arising from or in connection with ManulifeMOVE, any information, software, products, services or content obtained through ManulifeMOVE, or Your dealings with third party service providers available, if any, through ManulifeMOVE.

9.16 Any third party links provided by Us on any of Our websites, communication channels and social media are provided for Your convenience. Their inclusion does not imply any approval or endorsement by Us. We have no control over the content of those sites which may not be related to the Program and accept no responsibility or liability in respect of them.

9.17 You must evaluate and bear all risks associated with the use of the content downloaded and acquired through Our/third party websites. We shall not be liable for any damage or loss of any kind directly or indirectly arising from or in connection with Your use or inability to access Our website /third party links and/or use any related documents.

9.18 The materials (including, but not limited to, workout and exercise tips, and information contained in mobile apps and video clips), provided on any of Our websites, communication channels and social media, including all text, photographs, images, illustrations, graphics, audio, video and audio-video clips, is provided by way of information only and in no way intended to be an advice. While We, (including Our holding company, subsidiaries and/or the subsidiaries of Our holding company), endeavour to ensure that the contents of the material are accurate, errors or omissions may occur and We do not accept any liability in respect of them.

## 10. SEPARABILITY

10.1 If for any reason, any provision or part of the ManulifeMOVE Terms and Conditions is found to be void or unenforceable, such provision or part of the ManulifeMOVE Terms and Conditions shall be deemed to be severed from the ManulifeMOVE Terms and Conditions and the remainder provisions not otherwise declared void or unenforceable, as the case may be, shall remain in full force and effect.