

Upson Care+ Group Policy



Group Policy Number: SPLOCT01

Insurance Agreement

The Policyholder (as specified in the Policy Schedule) and Insurance Company of North America (a Chubb Company), hereinafter referred to as the “Company”, agree that:

The Company will, subject to the terms, conditions, provisions and Exclusions of this Group Policy, provide the insurance in the manner and to the extent set out in this Group Policy. All information supplied to the Company by the Policyholder shall be incorporated into and be the basis of this Group Policy.

This Group Policy, the application form, the Policy Schedule and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall, unless the context otherwise requires, bear such meaning wherever it may appear.

IN WITNESS WHEREOF, the Company has caused this Group Policy to be executed and effective on the Effective Date stated in the Policy Schedule, provided that no insurance shall be in force unless the Policy Schedule is signed by an authorized representative of the Company.

Authorized Signatory

(The Insurance Commission of the Philippines, with offices in Manila, Cebu, and Davao, is the government office in charge of the faithful execution and enforcement of all laws relating to insurance and has supervision over insurance companies. It is ready at all times to render assistance in settling any controversy between an Insurance Company and an Insured relating to insurance matter.)

In consideration of the payment of the premium as shown in the Policy Schedule and subject to all the terms and conditions of this Group Policy, the Company agrees with the Policyholder as follows:

Part I – Benefits

1. Accidental Damage Benefit

The Company will Repair or Replace the Insured's Device as detailed in the Confirmation of Cover where such Device has sustained Damage during the Period of Insurance, subject to the terms and conditions herein. If the Company is unable to Repair the Insured's Device, it will make every effort to Replace the Insured's Device with one of the same brand, model, specification and colour, which may be by way of Refurbished Replacement, and the original Device will become the property of the Company. The Company shall only be liable to pay for a maximum of two (2) approved claims during the Period of Insurance and each approved claim is subjected to a Participation Fee.

2. Theft Benefit

The Company will Replace the Insured's device as detailed in the Confirmation of Cover where such Device has been the subject of Theft during the Period of Insurance, subject to the terms and conditions herein. We will make every effort to Replace the Insured's Device with one of the same brand, model, specification and colour, which may be by way of Refurbished Replacement, and the original Device will become the property of the Company. The Company shall only be liable to pay for one (1) approved claim only during the Period of Insurance and the approved claim is subjected to a Participation Fee.

In cases where the Device was replaced by its Manufacturer for any reason within the Warranty Period, it is the Insured's responsibility to inform the Policyholder by showing proof that such replacement occurred, where such proof indicates the IMEI of the Device and the replacement unit provided by the Manufacturer.

The Company's total limit of liability for Accidental Damage Benefit and Theft Benefit claims to an Insured during any one (1) Period of Insurance shall not exceed two (2) approved claims.

3. Accidental Death Benefit Arising from Theft or Robbery

In the event of Accidental Death arising from Theft or Robbery of the Insured, the Company will pay the person or persons then surviving in the order of preference as indicated under the provision entitled "To Whom the Benefits are Payable" the Accidental Death Benefit arising from Theft or Robbery shown on the Policy Schedule current at the time of the accident causing the Insured's Accidental Death.

Part II – Plan Options

The following Plans with the corresponding Benefits are available for the Insured to choose from and will only be applicable if shown in the Policy Schedule or in the Confirmation of Cover, and premiums therefore are paid in accordance with the Policy Schedule.

Plan Options	Benefits
Plan A	a) Accidental Damage Benefit b) Theft Benefit c) Accidental Death Benefit Arising from Theft or Robbery
Plan B	a) Accidental Damage Benefit b) Accidental Death Benefit Arising from Theft or Robbery

Part III - Definitions

“Accident” or “Accidental” means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the Insured. The word Accidental shall be construed accordingly.

“Accidental Death” means death occurring:

- (a) as a result of an Accidental Injury; and
- (b) within one hundred and eighty (180) Days of the accident causing the injury and includes Disappearance.

“Accidental Injury” means a bodily injury resulting from an accident and which is not an illness and which:

- (a) is caused by violent, external and visible means;
- (b) occurs during the Period of Insurance;
- (c) results within one hundred and eighty (180) Days of the accident; and
- (d) results solely and independently of any causes other than:
 - (i) the accident; and/or
 - (ii) sickness directly resulting from medical or surgical treatment rendered necessary by the accident and may include a bodily injury caused by the Insured being directly and unavoidably exposed to the elements as a result of an accident.

“Company” or “Us” or “Our” or “We” means Insurance Company of North America (a Chubb Company).

“Confirmation of Cover” means the document which may be in written form or in PDF form sent through email by the Company or through the Policyholder to inform the Insured regarding the insurance coverage under this Group Policy. Any Confirmation of Cover in effect when the Group Policy is cancelled, non-renewed or otherwise terminated shall continue to be in effect for the Period of Insurance specified in the Confirmation of Cover.

“Customer Service” shall mean the Company’s Customer Service with Telephone Number +63 2 8849 6000 and email ClaimsEnquiries.PH@chubb.com.

“Damage” means any unforeseen and Accidental physical damage to or destruction of the Device that prevents its correct operation.

“Day” or “Days” means calendar days.

“Device” means portable electrical device such as mobile phone, laptop and tablet of the Insured specified in the Policy Schedule or the Confirmation of Cover (excluding all other components, attachments, accessories and software downloads) having the IMEI or serial number and registered with the Company and the Policyholder.

“Effective Date” means the date on which insurance under this Group Policy commences as stated in the Policy Schedule.

“Expiry Date” means the date on which insurance under this Group Policy expires or ends as stated in the Policy Schedule.

“Group Policy” means this document, the application and the Policy Schedule describing the insurance contract between the Policyholder and the Company. It shall also include, after this Group Policy has taken effect, any amendment, rider, clause, warranty, endorsement or any other document attached to this Group Policy and which has been endorsed by an authorized executive officer of the Company and countersigned by the Policyholder.

“Insured” means the customer of the Policyholder who (a) enrolls his/her Device at any business store or via the Platform of the Policyholder for insurance cover under this Group Policy; (b) has paid or agreed to pay the premium thereof; and (c) is the legal owner of the Device.

“Insured User” means the Insured or person who is authorized by the Insured to use the Device at the time of the occurrence of the loss event.

“Manufacturer” means the company that distributed the Device which may provide repair or replacement services of such Device in case of defect caused by workmanship or defective materials during the Warranty Period.

“Natural Calamity” means natural perils that cause catastrophic losses, including but not limited to earthquake, typhoon, cyclone, tsunami, tornado, flood, landslide, mudslide, bushfire and volcanic action.

“Participation Fee” means the amount that the Insured pays in case of Repair or Replacement of the Device when he/she makes a claim as specified in the Policy Schedule, Confirmation of Cover and application form.

“Period of Insurance” means the start date and end date of the individual insurance coverage of the Insured as stated in the Confirmation of Cover.

“Physician” means a legally registered medical practitioner who is not the Insured or Insured’s relative.

“Platform” means (a) both the web and mobile versions of the website owned or operated by or on behalf of the Policyholder; and (b) the mobile applications made available from time to time by the Policyholder, including the iOS and Android versions.

“Policyholder” means the policy owner of this Group Policy.

“Policy Schedule” means the schedule attached to this Group Policy.

“Repair” means to restore the Device to proper working order.

“Replace” or “Replacement” means to provide the Insured with an alternative Device, at Our discretion, which has the same or similar specification as the original Device.

“Refurbished Replacement” means the Insured Item that was previously used or similar to the Insured Item that has been restored to like-new working conditions in accordance with the original manufacturer’s specifications or a like-for-like replacement of the original Insured Item that is of a like-new working condition in accordance with the original manufacturer’s specifications. Internal components within the refurbished Insured Item are replaced as new and will perform like a brand-new product.

“Theft” means the unlawful appropriation of the Device belonging to the Insured, whether or not force or violence is used or threatened, with the intention of permanently depriving the Insured of that Device, and where an Insured User is able to specifically identify the occurrence of such Theft.

“Theft or Robbery” (for personal accident insurance) means where, in order to commit a theft, or in committing the theft, or in carrying away property obtained by theft, the perpetrator, for that end, voluntarily causes or attempts to cause the Insured User’s death, hurt, or wrongful restraint, or puts the Insured User in fear of instant death, or of instant hurt, or of instant wrongful restraint;

“Unattended” means where an Insured User does not have possession or control over the Device, resulting in the Device failing to be reasonably protected from Theft or Damage.

“Warranty Period” means the period of time that the Manufacturer of the Device remains liable for repair or replacement in case of defect, whether due to workmanship or defective materials, under normal use by the Insured/Insured User who has followed the Manufacturer’s instruction manuals or published guidelines.

Part IV - Exclusions

A. Exclusions Applicable to Benefit 1 & Benefit 2

The Company shall not be liable in respect of:

- a) any costs or charges for which the Manufacturer, supplier or distributor of the Device are liable in accordance with their standard warranty obligations;
- b) any Damage to, or loss of, Device caused by or attributable to:
 - i. Theft of Device left Unattended in a public place or a place to which the public had access at the time of the Theft;
 - ii. Theft or attempted Theft of Device, or malicious Damage to the Device, not reported to the police within seven (7) Days of discovery;
 - iii. Theft of Device or Damage not reported to Us within seven (7) Days of discovery;
 - iv. any process of cleaning, servicing, inspection, maintenance, adjustment or repair not authorized by the Company;
 - v. Theft, if the Device is left Unattended in a motor vehicle, unless the vehicle is locked and all the security systems are activated and all reasonable care has been taken to conceal the Device in the locked boot or locked glove compartment;
 - vi. Theft, if the Device is left Unattended and stolen from any soft top or open-sided vehicle;
 - vii. Theft or Damage due to leaving the Device on the roof, bonnet, boot or exterior part of a vehicle;
 - viii. Theft occurring at a school, while in the possession of an Insured User under eighteen (18) years of age at the time of the Theft;
 - ix. mysterious disappearance of the Device where the disappearance of the Device cannot be explained and no circumstance or incident of Theft is able to be specifically identified by an Insured User; or
 - x. any Damage caused by breach of the Manufacturer's operating or guidance instructions.
- c) Device that has undergone unauthorized opening or modification;
- d) breakdown attributable to or caused by:
 - i. the cost of repairing or replacing the Device as a result of breakdown (due to a sudden unforeseen internal mechanical or electrical defect causing the actual breaking or burning out of a part) causing the failure of the Device to operate as intended by the Manufacturer;
 - ii. any malfunction resulting from incorrect use of electricity or the incorrect setting of controls or accessories or device not approved by the Manufacturer;
 - iii. any malfunction or accidental Damage resulting from incorrect installation or re-installation, faulty software or programming;
 - iv. any wilful act, misuse or negligent use of the Device; or
 - v. wear and tear or gradual deterioration of the Device.
- e) the cost of:
 - i. repairing the Device with only cosmetic Damage that does not prevent its correct operation; or
 - ii. any costs which the Insured can recover under the conditions of any other guarantee, warranty or insurance.
- f) loss of use or consequential losses incurred as a result of a claim, including but not limited to loss of profits, goodwill, income or business, or incurring related expenses, or any other indirect or consequential loss or damage of any nature whatsoever;
- g) loss or Damage directly or indirectly occasioned by:
 - i. Natural Calamity, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalization, confiscation, requisition, seizure or destruction by the government or any public authority;
 - ii. ionising radiations or contamination by the radioactivity from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
 - iii. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- h) any claim where the IMEI number on the insured Device does not match the IMEI number that is declared to Us.

B. Exclusions Applicable to Benefit 3

The Company shall not be liable in respect of:

- a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, riot, strike and civil commotion, rebellion, revolution, insurrection or military or usurped power;
- b) Engaging in military duty with any armed forces of any country or international authority or while on duty in any para-military, police, police auxiliary or fire-fighting organization;
- c) Suicide, or any attempt thereat, suicide pacts or agreements, while sane or insane, or any self-inflicted Injury;
- d) Engaging in (or practicing for, or taking part in training peculiar to) aqualung or scuba diving, climbing or mountaineering necessitating the use of ropes or guides, pot-holing, parachuting, hang-gliding, winter sports, professional sports or racing other than on foot;
- e) Engaging in aviation other than as a passenger in a fixed-wing aircraft provided and operated by a regularly scheduled airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers or in a helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers, provided such helicopter is operated only between established commercial airports and/or licensed commercial heliports;
- f) Illegal acts of the Insured/Insured User or the Insured User's executors, administrators, legal heirs or personal representatives;
- g) The Insured User driving any kind of vehicle while under the influence of alcohol or unprescribed drugs;
- h) The Insured User having taken a drug, unless it is proved that the drug was medically prescribed and was taken in accordance with the proper medical prescription;
- i) Illness, disease, bacterial or viral infection, even if contracted by accident. This does not exclude bacterial infection that is the direct result of an accidental cut or wound or accidental food poisoning;
- j) Pregnancy (including childbirth, miscarriage or abortion) and any complications arising therefrom;
- k) Congenital anomalies and conditions;
- l) Infection with Human Immunodeficiency Virus ("HIV"), Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex ("ARC") or any opportunistic infections and or malignant neoplasm (tumor) found in the presence of HIV, AIDS or ARC:
 - i. Deficiency Syndrome shall have the meaning assigned to it by the World Health Organization (WHO) at the time of hospitalization;
 - ii. Opportunistic infections shall include but are not limited to pneumocystis carinii pneumonia, organism or chronic enteritis virus and disseminated fungi; or
 - iii. Malignant neoplasm shall include but not be limited to Kaposi's Sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as cause of death in the presence of AIDS.
- m) Provoked or Unprovoked Murder or Assault.

General Exclusions Applicable to this Group Policy

The Company shall not be liable in respect of any incident prior to and after the Period of Insurance as stated in the Confirmation of Cover, or after the cancellation, termination or expiry date of the Insured's individual insurance, whichever is earlier.

Sanctions Exclusions Applicable to this Group Policy

This Group Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

The Company is a branch of a US company and Chubb Limited, a NYSE listed company. Consequently, the Company is subject to certain US laws and regulations in addition to EU, UN and local sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

Part V – General Conditions

Enrollment

Enrollment for this Group Policy shall be by submission by the Policyholder of the daily/weekly/monthly enrollment declarations of the Insured and the Insured's Device to the Company.

The following documents and/or information shall form part of this Group Policy:

- a) Completed and signed application or online application form; and
- b) Daily/weekly/monthly enrollment declarations of the the Insured and the Insured's Device of the Policyholder.

Enrollment Period

To avail of the insurance benefits under this Group Policy, the Insured must enrol on the date of purchase of the Insured's Device.

Enrollment Declaration

The enrollment declaration shall contain the details of the Insureds who are eligible for enrollment under this Group Policy and shall be submitted by the Policyholder to the Company via a Secured File Transfer Protocol (SFTP) site, an encrypted email, or such other mode as agreed upon by the Company and the Policyholder

Eligibility Age – Applicable to Benefit 3

If at the start date of the individual insurance coverage of the Insured, the age of the Insured at nearest birthday is more than seventy five (75) years or less than eighteen (18) years, this cover shall be void and the Company shall be liable only for the return of the premiums actually paid on it.

Replacement Condition

The Insured must deactivate his/her personal pin locks, including but not limited to Apple ID, Touch ID, Pin Code, Find My iPhone Application on the damaged original Device upon surrender to and replacement by the Company with a Replacement unit pursuant to this Group Policy. The Insured must not at any time reactivate his/her personal pin locks, including but not limited to Apple ID, Touch ID, Pin Code, Find My iPhone Application on the damaged original Device.

Failure to comply with the above conditions shall result in the right of the Company to demand from the Insured the repayment of the cost of the Replacement unit. No refund of premium will be allowed.

Breach of Conditions

If the Policyholder or the Insured is in breach of any of the conditions or provisions of this Group Policy (including a claims condition), the Company may decline to pay a claim, to the extent permitted by law.

Conditions Precedent to Liability

The Company's liability for the benefit under this Group Policy is conditional upon the:

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- a) truth of the statements and information as provided to the Company by the Policyholder and all Insured(s); and
- b) due observance and fulfilment of the terms and conditions of this Group Policy insofar as they relate to anything to be done or complied with by the Policyholder and all Insured(s).

Other Insurance

The Device shall not be covered under more than one Device insurance policy. In the event that the Device is covered under more than one such policy, the Company will consider that Device to be insured under the policy which provides the highest benefit. When such policies provide the same benefits, the Company will consider that Device to be covered under the policy first issued. In any case, the Company will refund the premium paid for that Device paid by the customer under the policy which is not giving cover.

Premium Payment

This Group Policy shall not be valid and binding unless and until the premium has been paid.

Review of Premium Rate

The Company and the Policyholder agree to review the performance of this Group Policy three (3) months after Effective Date and every three (3) months thereafter. If upon such review, there is a need to change the premium rate, the said change in premium rate shall be effected subject to the mutual agreement of the Company and the Policyholder; provided that the change in premium rate shall apply only to new customers to be enrolled under this Group Policy. If the Company and the Policyholder fail to agree on a new premium rate, the existing premium rate shall continue to apply to those who are currently enrolled under this Group Policy. In case of non-agreement as to the new premium rate, the Company may notify the Policyholder that thirty (30) Days from date of such notice, no additional new customers will be enrolled under this Group Policy.

Due Diligence

The Insured/Insured User shall exercise due diligence and take all reasonable precautions to protect the Device against Theft and Accidental Damage and comply with requirements and Manufacturers' recommendations.

This Group Policy shall be voidable in the event of fraud, non-disclosure or alteration of risk.

The Company shall decide at its sole discretion, whether to Repair the Device or provide Replacement.

Notice of Claim

The Insured/Insured User shall:

- a) within seven (7) Days of the occurrence of Damage, or the discovery of Theft, notify the Company of the event;
- b) within seven (7) Days of the discovery of Theft, notify the police and obtain a crime reference number or where available a police report; and
- c) provide the Company, if requested, any supporting documentation regarding the claim. By doing so the Insured/Insured User is authorizing the Company to pursue further inquiries in relation to the claim.

It is a condition precedent to liability of the Company that when any event occurs which gives rise to a claim under this Group Policy, the Device must be repaired or replaced by the Company or an authorized repairer nominated by Us. In case of Replacement, and if the Device has not been stolen, the old Device must be surrendered to the Company at the time of replacement. In the event of non-compliance by the Insured/Insured User with any of the above conditions, any liability of the Company that would have arisen as a result of such claim shall be forfeited.

Claim Forms

Upon receipt of the notice of claim, the Company will furnish the claimant such forms usually required by the Company for filing proofs of loss. If such forms are not furnished within fifteen (15) Days from receipt of such notice of claim, the claimant shall be deemed to have complied with the requirements of this Group Policy, as to proof of loss, upon

submitting, within the time fixed in this Group Policy for filing proof of loss, written proof covering the occurrence, the character and extent of the loss for which the claim is made.

Settlement of Claims

Any loss that the Company may be liable under this Group Policy shall be settled within thirty (30) Days after proof of loss is received by Us and ascertainment of the loss is made either by agreement between the Insured and the Company; but if such ascertainment is not had or made within sixty (60) Days after such receipt by Us of the proof of loss, then the loss shall be settled within ninety (90) Days after such receipt. Refusal or failure to settle the loss within the time prescribed herein will entitle the Insured to collect interest on the proceeds of the policy for the duration of the delay at the rate twice the ceiling prescribed by the Philippine Monetary Board, unless such failure or refusal to settle is based on the ground that the claim is fraudulent.

If the Company determines that Repair and Replacement are not feasible within sixty (60) Days after submission of complete claim documents and approval of claim, the Company at its sole option will pay the cash equivalent of the Device less depreciation value and applicable Participation Fee.

Online Claims Portal

The claimant can lodge a notice of claim using the Company's online claims portal at www.chubbclaims.com.ph

Fraudulent Claims

If any claim under this Group Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by the Insured, Insured User or anyone acting on the Insured's or Insured User's behalf to obtain any benefit under this Group Policy, the Company shall be under no liability in respect of such claim and shall be entitled to terminate the Insured's cover immediately.

The Insured may have to repay the Company for any benefits already paid. No refund of premium will be allowed and the Insured or Insured User may be prosecuted.

Fraud Warning

Section 251 of the Amended Insurance Code imposes a fine not exceeding twice the amount claimed and/or imprisonment of two (2) years, or both, at the discretion of the court, to any person who presents or causes to be presented any fraudulent claim for the payment of a loss under a contract of insurance, and who fraudulently prepares, makes or subscribes any writing with intent to present or use the same, or to allow it to be presented in support of any claim.

To Whom the Benefits are Payable

Accidental Death Benefit arising from Theft or Robbery is payable to the person or persons then surviving in the following order of preference:

- a) Legal spouse;
- b) Children;
- c) Parents;
- d) Brothers and sisters; or
- e) Insured's estate.

Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

Payment of Participation Fee

In the event of claim, the Insured must pay the Participation Fee as shown in the Policy Schedule/Confirmation of Cover before any Repair or Replacement of the Device is provided.

Renewal Conditions

Unless the Company, at least forty-five (45) Days in advance, mails or delivers to the Policyholder at the address shown in the Group Policy and to the individual Insured notice of its intention not to renew the Group Policy/Insured's individual insurance cover or to condition its renewal upon reduction of limits or elimination of coverages at the Company's premium rate in force at the time of renewal, the (a) Policyholder shall be entitled to renew the Group Policy upon payment of the premium due; and (b) Insured shall be entitled to renew his/her/its individual insurance cover upon payment of the premium due up to the Expiry Date of the Group Policy. The Company's acceptance of premium shall constitute its consent to renewal.

Cancellation

This Group Policy, or any individual insurance policy provided for thereunder, shall not be cancelled by the Company except upon prior notice thereto to the Policyholder/Insured, and no notice of cancellation shall be effective unless it is based on the occurrence, after the Effective Date of this Group Policy, of one or more of the following:

- a) non-payment of premium;
- b) conviction of the Insured of a crime arising out of acts increasing the hazards insured against;
- c) discovery of fraud or material misrepresentation;
- d) discovery of wilful or reckless acts of omissions increasing the hazards insured against;
- e) physical changes in the property insured which result in the property becoming uninsurable;
- f) discovery of other insurance coverage that makes the total insurance in excess of the value of the property insured; or
- g) a determination by the Insurance Commissioner that the continuation of this Group Policy would violate or would place the Company in violation of the Insurance Code.

All notices of cancellation shall be in writing, mailed or delivered to the Policyholder at the address shown in this Group Policy, and to the Insured at the address shown in the enrolment declaration, and shall state (i) which of the grounds set forth in this provision is relied upon, and (ii) that, upon written request of the Policyholder or Insured, the Company will furnish the facts on which the cancellation is based.

The Policyholder shall inform the Insured of the impending cancellation of the Group Policy by the Company upon its receipt of the notice.

Any Confirmation of Cover in effect when this Group Policy is cancelled, non-renewed or otherwise terminated shall continue to be in effect for the period of coverage specified in the Confirmation of Cover.

(For Annual Policy) If the Policyholder cancels the Group Policy or the Insured cancels his/her individual insurance cover, which must be in writing, the Company shall be entitled to retain a portion of the premiums computed in accordance with the applicable percentage indicated below, but in no event less than the Company's customary minimum premium.

Period of Coverage Prior to Cancellation	Percentage of Annual Premium (computed based on premiums exclusive of documentary stamps and premium taxes) To Be Retained by the Company
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

Termination

All the Insured's cover under this Group Policy will end upon the happening of any of the following:

- a) when the Insured dies;
- b) when the Insured has maximized the Company's total limit of liability during any one (1) Period of Insurance;
- c) if the Insured/Insured User makes any fraudulent claim, in which case the Insured's cover will end and the Insured will have to return any insurance benefits We have paid. The Insured will not receive any further benefits or have to pay any further premiums; or
- d) if the Insured/Insured User modifies, alters, or changes the Insured's Device or sells or transfers the ownership of the Device to another person then all benefits and entitlements under this Group Policy will cease immediately.

Physical Examination and Autopsy – Applicable to Benefit 3

The Company, at its own expense, shall have the right and opportunity to examine the Insured when and as often as it may reasonably require during the pendency of a claim and to make an autopsy in case of death unless forbidden by law.

Clerical Error

A clerical error by the Company shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

Complying with Policy Conditions

The due observance and fulfillment of the terms of this Group Policy insofar as they relate to anything to be done or complied with by the Insured/Insured User and the truth of the statements and answers in the policy application and of evidence required from the Insured in connection with this Group Policy shall be conditions precedent to any liability of the Company to give any payment due under this Group Policy.

Entire Contract

This Group Policy, including endorsements, Confirmation of Cover and attached papers of which the descriptive title is mentioned in this Group Policy, if any, the application on file with the Company or attached herewith and the Policy Schedule, constitute the entire contract of insurance. No change in this Group Policy shall be valid until approved by an authorized executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Group Policy or to waive any of its provisions. None of the provisions, conditions and terms of this Group Policy shall be waived or altered except in accordance with the pertinent provisions of Section 50 of the Amended Insurance Code.

Unless applied for by the Policyholder, any rider, clause, warranty or endorsement issued after the Effective Date of this Group Policy shall be countersigned by the Policyholder, which countersignature shall be taken as the Policyholder's agreement to the contents of such rider, clause, warranty or endorsement.

Geographical Limits

The Insured's Device is insured by this Group Policy while it is in Philippines and worldwide for sixty (60) Days in any 12-month period.

For Accidental Death due to Theft or Robbery, the coverage is worldwide during the Period of Insurance.

Right to Return Policy

In the event the Policyholder/Insured is not satisfied with the Group Policy/Confirmation of Cover for any reason, the Policyholder/Insured may cancel this Group Policy/Confirmation of Cover by advising the Company in writing within fifteen (15) Days after receipt of this Group Policy/Confirmation of Cover. Any premium paid will be refunded during this period. The Insured will not receive a premium refund if the Insured has made a claim during this period.

Governing Law

This Group Policy shall be governed by and construed in accordance with the laws of Philippines.

Mediation

In the event of any dispute or difference as to the amount of any loss or damage covered by this Group Policy, the Company and the Policyholder or the Insured shall first endeavor to amicably settle the matter by mediation administered by the Insurance Commission or any recognized institution under the Mediation Rules, before resorting to arbitration or other alternative dispute resolution procedure.

Legal Action

Unless the claim has been denied, no legal action or suit shall be brought either to the Insurance Commission or any court of competent jurisdiction to recover on this Group Policy prior to the expiration of sixty (60) Days after written proof of loss has been furnished in accordance with the requirements of this Group Policy. In any event, no legal action shall be brought after the expiration of twelve (12) months from notice of denial of the claim.

Civil Code 1250 Waiver Clause

It is hereby declared and agreed that the provision of Article 1250 of the Civil Code of the Philippines (Republic Act No. 386) which reads:

“In case an extraordinary inflation or deflation of the currency stipulated should supervene, the value of the currency at the time of the establishment of the obligation shall be the basis of payment.”

shall not apply in determining the extent of liability under the provisions of this Group Policy.

Availability of the Group Policy

This Group Policy shall be kept in the main office of the Policyholder and shall be in the custody of its authorized officer. This Group Policy shall be available to the Insured for inspection during the regular office hours of the Policyholder. (For Online) This Group Policy shall be available at the website of the Policyholder or the website of the Company (www.chubb.com/ph).

Privacy Statement

In this Privacy Statement “We”, “Our” and “Us” means Insurance Company of North America (a Chubb Company). This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle the Insured’s personal information, which may include sensitive personal information. Our Privacy Policy may change from time to time and where this occurs, the updated version will be posted to Our website.

Why We Collect the Insured’s Personal Information

The primary purpose for Our collection and use of the personal information of the Insured is to enable Us to provide Our services (e.g. policy administration, inquiries, claims processing).

How We Obtain the Insured’s Personal Information

We collect personal Information (which may include sensitive personal information) at various points including but not limited to when We are issuing, changing or renewing an insurance policy or cover with Us or when We are processing a claim. Personal information is usually obtained directly from the Insured or through an insurance intermediary or a group policyholder. Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party, We use that information on the basis that the Insured consented or would reasonably expect Us to collect the Insured’s personal information in this way. We take reasonable steps to ensure that the Insured has been made aware of how We handle his/her personal information.

How We Disclose the Insured’s Personal Information

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centers). In some circumstances, in order to provide Our services, We may need to transfer personal information to other entities within the Chubb group of companies or third parties with whom We (or the Chubb Group of Companies) have subcontracted to provide a specific service for Us, which may be located outside of the Philippines. These entities and their locations may change from time to time. Please contact Us, if you would like a full list of the countries in which these third parties are located. In the circumstances where We disclose personal information to the Chubb Group of Companies, third parties outside the Philippines, We take steps to protect personal information against unauthorized disclosure, misuse or loss.

Where access to Our products has been facilitated through a third party (e.g. insurance broker) We may also share Your information with that third party.

Access to and Correction of the Insured’s Personal Information

If the Insured would like to request access to, update or correct the personal information held by Us, please contact Our Data Protection Officer.

How to Make a Complaint on Data Privacy

In case of a complaint, please contact:

Data Protection Officer
Insurance Company of North America (a Chubb Company)
24th Floor Zuellig Building
Makati Avenue corner Paseo de Roxas
Makati City 1226, Philippines
E-mail DPO.PH@chubb.com

Contact Us

Insurance Company of North America
A Chubb Company
24th Floor Zuellig Building
Makati Avenue corner Paseo de Roxas
Makati City 1226 Philippines
Customer Service +63 2 8849 6000
O +63 2 8849 6000
F +63 2 8325 1675

About Chubb in the Philippines

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs approximately 31,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in the Philippines for more than 70 years. Chubb in the Philippines is a branch of Insurance Company of North America, which has been assigned a financial rating of AA by Standard & Poor's. The company provides specialized and customized coverages for Property, Casualty, Marine, Financial Lines, as well as Accident & Health. It leverages global expertise and local acumen to tailor solutions to mitigate clients' risks. With a focus on building strong relationships with its clients by offering responsive service, Chubb in the Philippines has become one of the leading providers of Specialty Personal Lines, Accident & Health insurance through direct marketing.

More information can be found at www.chubb.com/ph

Chubb. Insured.SM