

# SMART Gadget Shield Group Mobile Insurance Policy



Group Policy Number: SPLSGS15

## Insurance Agreement

The Group 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 Group Policyholder will pay the Premium as agreed.

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 Group 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, 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 Our authorized representative.

A handwritten signature in blue ink, appearing to read "Peter van Ratingen".

Peter van Ratingen  
Country President

(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 Group Policyholder as follows:

## Part I - Definitions

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“**Chubb**” or “**Us**” or “**Our**” or “**We**” shall mean Insurance Company of North America.

“**Accidental Death**” shall mean 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.

“**Customer Service**” shall mean Chubb Customer Service with Telephone Number +63.2.859-2701.

“**Confirmation of Cover**” shall mean the certificate of insurance coverage issued to the Insured describing in general the insurance cover provided to the Insured. In the event of discrepancy between the provisions of such certificate and this Group Policy, the provisions of this Group Policy shall prevail.

“**Damage**” shall mean any unforeseen and accidental physical damage to or destruction of the Equipment that prevents its correct operation.

“**Day**” or “**Days**” shall mean calendar days.

“**Disappearance**” shall mean if the Insured’s body has not been found within twelve (12) months from the date of the disappearance, sinking or wrecking of a conveyance in which the Insured was travelling on that date, Chubb will presume the Insured has died as a result of an Accidental Injury.

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

“**Equipment**” shall mean the Handset or Portable Electrical Device of the Insured specified in the Policy Schedule (excluding all other components, attachments, accessories and software downloads) having the IMEI (serial number) and mobile number supplied and registered with Chubb and an airtime provider. The Equipment must be primarily used by an Insured User.

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

“**Free Cover Period**” shall mean such period of time as stated in the Confirmation of Cover during which the Insured receives the FREE Cover Benefit.

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

“**Group Policyholder**” shall mean the policy owner of this Policy and/or the telecommunications provider and/or the mobile device retailer.

“**Handset**” shall mean a portable telephone that works by means of a cellular radio system which is owned by the Insured.

“**Immediate Family**” shall mean the Insured’s spouse, mother, father, siblings and/or legally dependent child(ren) including step-child(ren) and/or legally adopted child(ren).

“**Insured**” shall mean the customer of the Group Policyholder who has paid or agreed to pay premium (subject to the Free Cover Period) and is the legal owner of the Equipment.

“**Insured User**” shall mean the Insured, a member of the Insured’s Immediate Family, or a person who is living in the same household as the Insured at the time of the occurrence.

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

**“Outstanding Balance”** shall mean the total amount the Insured owes his Group Policyholder at the date of the Event.

**“Participation Fee”** shall mean the amount that the Insured pays in case of Replacement of the Equipment when he makes a claim as specified in the Policy Schedule, Confirmation of Cover and application form.

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

**“Policy Schedule”** shall mean the schedule attached to this Group Policy.

**“Portable Electrical Device”** shall mean a conveniently transported electrical component such as a computer which is owned by the Insured.

**“Qualified Subscribers”** shall mean the subscribers of the Group Policyholder who are eligible for enrolment as declared by the Group Policyholder to Chubb.

**“Repair”** shall mean to restore the Equipment to proper working order.

**“Refurbished Equipment”** shall mean the equipment that was previously used that has been restored to like-new working conditions. Internal components within the refurbished equipment are replaced as new and it will perform like a brand new product.

**“Replacement”** shall mean to provide the Insured with alternative Equipment, at Our discretion, which has the same or similar specification as the original Equipment.

**“SMS”** shall mean a Short Message Service message sent or received by a Handset.

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

**“Unattended”** shall mean where an Insured/Insured User does not have possession or control over the Equipment, resulting in the Equipment failing to be reasonably protected from Theft or Damage.

## Part II - Exclusions

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### A. EXCLUSIONS APPLICABLE TO BENEFITS 1 AND 2

Chubb shall not be liable in respect of:

- a) any costs or charges for which the manufacturer, supplier or distributor of the Equipment are liable in accordance with their standard warranty obligations.
- b) any Damage to, or loss of, Equipment caused by or attributable to:
  - i. Theft of Equipment left Unattended in a public place or a place to which the public had access at the time of the Theft;
  - ii. Theft, attempted Theft or malicious Damage not reported to the police within five (5) Days of discovery;
  - iii. Theft of Equipment not reported to Us and the Insured’s airtime provider within five (5) Days of discovery.
  - iv. any process of cleaning, servicing, inspection, maintenance, adjustment or repair not authorized by Chubb;
  - v. Theft, if the Equipment 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 Equipment in the locked boot or locked glove compartment;
  - vi. Theft if the Equipment is left Unattended and stolen from any soft top or open-sided vehicle;
  - vii. Theft occurring at a school, whilst in the possession of an Insured User who is a child of the Insured under eighteen (18) years of age at the time of the Theft;

- viii. mysterious disappearance of the Equipment where the disappearance of the Equipment cannot be explained and no circumstance or incident of Theft is able to be specifically identified by an Insured User; or
  - ix. any Damage caused by breach of the manufacturer's operating or guidance instructions.
- c) breakdown attributable to or caused by:
- i. the cost of repairing or replacing the Equipment 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 Equipment 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 equipment 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 Equipment; or
  - v. wear and tear or gradual deterioration of the Equipment.
- d) the cost of:
- i. repairing Equipment 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.
- e) 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
- f) 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;
  - iii. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - iv. Damage or Theft due to leaving the Equipment on the roof, bonnet, boot or any exterior part of a vehicle; or

## **B. EXCLUSIONS APPLICABLE TO BENEFITS 3 AND 4**

1. 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;
2. 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;
3. Suicide, or any attempt thereat, suicide pacts or agreements, while sane or insane, or any self-inflicted Injury;
4. 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;
5. 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;
6. Illegal acts of the Insured/Insured User or the Insured User's executors, administrators, legal heirs or personal representatives;
7. The Insured User driving any kind of vehicle while under the influence of alcohol or unprescribed drugs;

8. 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;
9. 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;
10. Pregnancy (including childbirth, miscarriage or abortion) and any complications arising therefrom;
11. Congenital anomalies and conditions;
12. 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:
  - a. Deficiency Syndrome shall have the meaning assigned to it by the World Health Organization (WHO) at the time of hospitalization;
  - b. Opportunistic infections shall include but are not limited to pneumocystis carinii pneumonia, organism or chronic enteritis virus and disseminated fungi; or
  - c. Malignant neoplasm shall include but not be limited to Karposi’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.
13. Pre-Existing Conditions;
14. Provoked or Unprovoked Murder or Assault.

## Part III – General Conditions

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### **Enrolment**

Enrolment for this Group Policy will be allowed using any of the methods stated below:

- a) Submission by the Group Policyholder of the completed and signed application of the Insured transmitted by personal, postal or courier messenger delivery;
- b) Submission by the Group Policyholder of the completed and signed application of the Insured transmitted by facsimile;
- c) Submission by the Group Policyholder of the completed application form of the Insured via electronic mail;
- d) Submission by the Group Policyholder of the daily/weekly/monthly enrolment declaration of its Qualified Subscribers who enrolled in the store via a secured file transfer protocol site.

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

- a) Completed and signed application transmitted by personal, postal or courier messenger delivery;
- b) Completed and signed application transmitted by facsimile;
- c) Completed and signed application transmitted by electronic mail;
- d) Daily/Weekly/Monthly enrolment declaration of its Qualified Subscribers who confirmed enrollment via a secured file transfer protocol site.

### **Enrolment Period**

To avail of the insurance benefits under this Policy, the Insured or the Group Policyholder, as the case may be, must enrol on the date of purchase of the Insured’s Equipment. The enrolment period may be extended upon written request by the Group Policyholder. Provided that, Chubb shall decide at its sole discretion whether or not to extend the enrolment period for a period of seven (7) Days from date of purchase of the Insured’s Equipment.

## **Other Insurance**

The Equipment shall not be covered under more than one mobile phone policy. In the event that the Equipment is covered under more than one such policy, Chubb will consider that Equipment to be insured under the policy which provides the highest benefit. When such policies provide the same benefits, Chubb will consider that Equipment to be covered under the policy first issued. In any case, Chubb will refund the premium paid for that person under the Group 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 by the Group Policyholder.

## **Review of Premium Rate**

Chubb and the Group Policyholder agree to review the performance of this 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 Chubb and the Group Policyholder; provided that the change in premium rate shall apply only to new subscribers to be enrolled under this Policy. If Chubb and the Group 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 Policy. In case of non-agreement as to the new premium rate, Chubb may notify the Group Policyholder that thirty (30) Days from date of such notice, no additional new subscribers will be enrolled under this Policy.

## **When the Insured Must Pay**

The Insured must pay premium that is due on the date of enrolment of the insurance (subject to any entitlement to FREE Cover Benefit). For each monthly premium the Insured pays, We will provide cover until the next monthly premium is due.

If loss occurs or liability arises within the paying period, Chubb shall be obligated to pay benefits under this Policy

## **Due Diligence**

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

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

Chubb shall decide at its sole discretion, whether to Repair the Equipment or provide Replacement.

## **Notice of Claim**

The Insured/Insured User shall:

- (a) within five (5) Days of the occurrence of Damage, or the discovery of Theft, notify Chubb of the event;
- (b) for Handsets, within five (5) Days of the discovery of Theft, notify the airtime provider to block the Equipment and inform the Customer Service on Telephone Number +63.2.859.2701 to commence the claim procedure;
- (c) within five (5) Days of discovery of Theft, notify the police and obtain a crime reference number or where available a police report; and
- (d) provide Chubb, if requested, any supporting documentation regarding the claim. By doing so the Insured is authorizing Chubb to pursue further enquiries in relation to the claim.

It is a condition precedent to liability of Chubb that when any event occurs which gives rise to a claim under this Policy, the Equipment must be repaired or replaced by Chubb or an authorised repairer nominated by Us. In case of Replacement, and if the Equipment has not been stolen, the old Equipment must be surrendered to Chubb 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 Chubb that would have arisen as a result of such claim shall be forfeited.

## **Claim Forms**

Upon receipt of the notice of claim, Chubb will furnish the claimant such forms usually required by Chubb 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 Policy, as to proof of loss, upon submitting, within the time fixed in this 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 Chubb may be liable under this 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 Chubb; 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 Chubb determines that Repair or Replacement are not feasible within sixty (60) Days after submission of complete claim documents and approval of claim, Chubb at its sole option will pay the cash equivalent of the Equipment less depreciation value and applicable Participation Fee.

## **Payment of Participation Fee**

In the event of claim, the Insured must pay the Participation Fee before any Replacement of the Equipment is provided.

## **Subrogation**

In any settlement made by Us to the Insured under the terms of this Group Policy, the Insured grants to Us all recoveries that the Insured would have had against any parties from whom a recovery may be made and the Insured will take all reasonable steps to preserve and not to prejudice such rights up to the extent of the amount claimed.

## **Renewal Conditions**

Unless Chubb, at least forty-five (45) Days in advance, mails or delivers to the Group Policyholder at the address shown in the Group Policy notice of its intention not to renew the Insured's individual insurance cover or to condition its renewal upon reduction of limits or elimination of coverages at Chubb's premium rate in force at the time of renewal, the Insured shall be entitled to renew his individual insurance cover upon payment of the monthly

premium due up to the Expiry Date of the Group Policy. Chubb'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 Chubb except upon prior notice thereto to the Group Policyholder/Insured, and no notice of cancellation shall be effective unless it is based on the occurrence, after the Effective Date of this 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 Policy would violate or would place Chubb in violation of the Insurance Code.

All notices of cancellation shall be in writing, mailed or delivered to the Group Policyholder/Insured at the address shown in this 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 Group Policyholder or Insured, Chubb will furnish the facts on which the cancellation is based.

Such cancellation by the Group Policyholder shall become effective on the last day preceding the date the next premium is due and payable.

During the Free Cover Period, the Insured may cancel his individual policy by informing Chubb via SMS, which cancellation shall take effect immediately. After the Free Cover Period, the Insured may cancel his individual policy by informing Chubb via SMS, which cancellation shall take effect on the next monthly premium due date.

### **Automatic Termination**

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

- a) if the Insured stops paying any one monthly premium from the date the Insured owes Us a premium;
- b) when the Insured dies;
- c) if this Group Policy is cancelled by the Group Policyholder or by Us;
- d) 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;
- e) If the Insured/Insured User modifies, alters, or changes the Insured's Equipment or sells or transfers the ownership of the Equipment to another person then all benefits and entitlements under this Policy will cease immediately.
- f) if the Insured User ceases to be a Philippine Resident; or
- g) when the Insured User reaches the age of seventy (70) years.

### **Fraudulent Claims**

If any claim under this 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/Insured User's behalf to obtain any benefit under this Policy, Chubb shall be under no liability in respect of such claim and shall be entitled to terminate this Policy immediately.

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

In the event of Theft of a Handset, the Insured will immediately cause the airtime provider to blacklist the IMEI number in order to prevent further usage and fraudulent claims. The Insured will cause the airtime provider to investigate further usage of all handsets reported stolen and if it is discovered that the Handset is being used with the Insured's mobile number, Chubb shall not be liable under the Insured's Policy and the Insured may be liable for costs incurred.

### **Clerical Error**

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

### **Entire Contract**

This Group Policy, including endorsements, Confirmation of Cover and attached papers the descriptive title of which are mentioned in this Group Policy, if any, the application on file with Chubb 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 Chubb 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 Insurance Code.

Unless applied for by the Group 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 Equipment is insured by this Policy whilst it is in Philippines and Worldwide for sixty (60) Days in any 12-month period.



## **Governing Law**

This Policy of insurance 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, Chubb and the Group Policyholder or the Insured/Insured User shall first endeavour to amicably settle the matter by mediation administered by the Insurance Commission or any recognized institution under the Mediation Rules, before resorting to 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 Policy prior to the expiration of sixty (60) Days after written proof of loss has been furnished in accordance with the requirements of this 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 Policy.

## **Availability of the Group Policy**

This Policy shall be kept in the main office of the Group Policyholder in the custody of its authorized officer and shall be available at the website of Chubb ([www2.chubb.com/ph](http://www2.chubb.com/ph)). This Group Policy shall be available to the Insured for inspection during the regular office hours of the Policyholder.

## **Data Protection**

Chubb will use the information supplied during the formation and performance of this Group Policy for policy administration, customer services, paying claims, fraud prevention and the development of new insurance products. Chubb may disclose this information to its service providers and both the Insured and Our agents for these purposes. We will keep this information for a reasonable period. Where sensitive personal data has been disclosed, including any medical or criminal record information, Chubb will also use this information for the above purposes. Chubb may also transfer certain information to countries that do not provide the same level of data protection for the above purposes so a contract will be in place to ensure the information transferred is protected. Individuals whose information has been supplied to Chubb have a right to ask for a copy of that information and to have any inaccuracies corrected. Chubb may record telephone calls to make sure it follows instructions correctly and for staff training purposes.

When personal or sensitive data is supplied to Chubb about third parties other than the Insured, both during the formation and performance of this Policy, Chubb assumes that those third parties consent to the supply of this information to Chubb, to Chubb processing this data, including sensitive personal data, and to the transfer of their information abroad. Chubb will also assume that the supplier of the information is authorised to receive, on their behalf, any data protection notices.

## **ADDITIONAL CONDITIONS APPLICABLE TO BENEFITS 3 AND 4**

### **Notice of Claim**

Written notice of Accidental Injury on which claim may be based must be given to Chubb within thirty (30) Days after the date of the accident causing such Accidental Injury or soon thereafter as is reasonably possible. In the event of Accidental Death, immediate notice thereof must be given to Chubb.

## **Beneficiary**

The remaining balance for the difference if any, between the sum insured and the Outstanding Balance shall be paid to the person or persons then surviving in the following order of preference:

- (a) the Insured legal spouse;
- (b) the Insured children;
- (c) the Insured parents;
- (d) the Insured brothers and sisters;
- (e) the Insured estate.

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

## **Change of Beneficiary**

The right to change beneficiary is reserved to the Insured User. Unless irrevocably designated, the consent of the beneficiary shall not be required to surrender or assign the individual cover under Group Policy or to change beneficiary or to effect any other changes in this Group Policy.

## **Physical Examination and Autopsy**

Chubb, at its own expense, shall have the right and opportunity to examine the person of the Insured User 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.

## **Age Limitation**

If at the Effective Date of this Group Policy, the age of the Insured User at nearest birthday is more than seventy (70) years or less than eighteen (18) years, the individual cover shall be void and Chubb shall be liable only for the return of the premiums actually paid on it.

## **Misstatement of Age**

If the age of the Insured User has been misstated, all amounts payable under this Group Policy shall be such as the premium paid would have purchased at the correct age. In the event the age of the Insured User has been misstated, and if according to the correct age of the Insured User, the coverage provided by this Group Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then the liability of Chubb during the period the Insured User is not eligible for coverage shall be limited to the refund of all premiums paid for the period not covered by this Group Policy.

## **Part IV – Benefits**

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### **1. Theft Benefit**

Chubb will indemnify the Insured against the cost of Replacement of the Equipment (with the same model or one with similar specifications, which may be by way of Refurbished Equipment) as detailed in the Policy Schedule where such Equipment has been the subject of Theft during the Period of Insurance, subject to the terms and conditions herein. If Chubb provides the Insured with a Replacement unit, the original Equipment will become the property of Chubb. The Replacement unit will automatically become the subject of this Group Policy.

### **2. Accidental Damage Benefit**

Chubb will indemnify the Insured against the cost of Repair or Replacement of the Equipment (with the same model or one with similar specifications, which may be by way of Refurbished Equipment) as detailed in the Policy Schedule where such Equipment has sustained Damage, subject to the terms and conditions herein. If Chubb provides the Insured with a Replacement unit, the original Equipment will become the property of Chubb. The Replacement unit will automatically become the subject of this Group Policy.

### **3. Accidental Death Benefit**

If the Insured suffers an Accidental Death, Chubb will pay the Group Policyholder the Insured's mobile plan subscription's Outstanding Balance up to the maximum Accidental Death Benefit amount specified in the Policy Schedule, current at the time of the accident causing the Insured's Accidental Death.

Payments include any charges incurred before the Insured's death, but which have not yet appeared on the Insured's statement of account and any interest due on the Outstanding Balance at the time of the Insured's death.

The maximum amount Chubb will pay to the Group Policyholder is shown in the Policy Schedule against the Accidental Death Benefit.

#### **3.1 Accidental Death Benefit due to Disappearance**

If the Accidental Death Benefit is payable because of a Disappearance, Chubb will only pay the Group Policyholder the Insured's mobile plan subscription's Outstanding Balance up to the maximum Accidental Death Benefit amount specified in the Policy Schedule if the legal representatives of the Insured estate would give Chubb a signed undertaking that this amount will be repaid to Chubb, if it is later found that the Insured did not die or did not die as a result of an Accidental Injury.

#### **4. Additional Accidental Death Benefit due to Natural Calamity**

If the Insured sustains Accidental Injury due to Natural Calamity which results to Death, Chubb will pay an additional Accidental Death Benefit amount specified in the Policy Schedule subject to the terms and conditions of this Policy.

### **5. FREE Cover Benefit**

The Group Policyholder will submit to Chubb the enrolment declaration of Qualified Subscribers who are entitled to free cover for Theft, Accidental Damage, Accidental Death and Additional Accidental Death Benefit due to Natural Calamity for such period of time as may be agreed upon by Chubb and the Group Policyholder and as stated in the Confirmation of Cover.

## Contact Us

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Insurance Company of North America – Philippine Branch  
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Makati Avenue corner Paseo de Roxas  
Makati City 1226 Philippines  
O +63 2 849 6000  
F +63 2 325 1675

## About Chubb in the Philippines

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Chubb is the world's largest publicly traded property and casualty insurance company. With operations in 54 countries, 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 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 60 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 Accident & Health insurance through direct marketing.

More information can be found at [www2.chubb.com/ph](http://www2.chubb.com/ph).

Chubb. Insured.<sup>SM</sup>

## SMART Gadget Shield for Group Mobile Insurance Policy

Policy Schedule		
Group Policy Holder:	SMART COMMUNICATIONS INC.	Policy Number: SPLSGS15
Address:	SMART Tower, 6799 Ayala Avenue, Makati City 1226	
Effective Date:	05 March 2017 - 12:01 standard time	
Expiry Date:	04 March 2018 - 12:01 standard time	
Insured:	SMART Postpaid (GSM) Subscribers	
Period of Insurance:	From: 05 March 2017	To: Monthly thereafter
Participation Fee:	See Premium Table	
Mode of Payment	Monthly	
Net Annual Premium	To be determined per monthly declaration (excluding applicable taxes)	
Gross Annual Premium	To be determined per monthly declaration (including applicable taxes)	

Schedule of Benefits	
Benefit Section	Benefit Amount
1. Theft Benefit	Cost of replacement of the equipment (with the same or similar specifications, which may be by way of Refurbished Equipment)
2. Accidental Damage Benefit	Cost of repair or replacement of the equipment (with the same model or one with similar specifications, which may be by way of Refurbished Equipment)
3. Accidental Detach Benefit 3.1 Accidental Death Benefit Due to Disappearance	Up to a maximum of Php80,000.00
4. Additional Accidental Death Benefit Due to Natural Calamity	Up to a maximum of Php80,000.00
5. FREE Cover Benefit	

Documentary stamps have been paid and affixed to the premium register.

**Insurance Company of North America**

**Peter van Ratingen**  
 Country President

## Endorsement

CHUBB®

<b>Endorsement No.:</b>	1.1
<b>Issue Date:</b>	29 September 2017
<b>Attached to and forming part of Group Policy No.:</b>	SPLSGS15
<b>Endorsement Effective Date:</b>	11 September 2017
<b>Named Insured:</b>	SMART COMMUNICATIONS INC.

**IT IS HEREBY DECLARED AND AGREED**, that the following terms under DEFINITIONS of this Group Policy are amended to read, as follows:

*“Insured” shall mean the customer of the Group Policyholder who has paid or agreed to pay premium and is the legal owner of the Equipment.*

*“Insured User” shall mean the Insured, a member of the Insured’s Immediate Family or Relative, or a person who is living in the same household as the Insured at the time of the occurrence.*

*“Immediate Family or Relative” shall mean Your Spouse, partner or parents or Your children, brothers and sisters, Aunts and Uncles, Nieces and Nephews and Cousins.*

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of this Group Policy, except as herein above set forth.

This endorsement is part of the above-numbered Group Policy and is effective as of the Endorsement Effective Date shown above. It is not binding unless signed by an authorized representative of Insurance Company of North America (a Chubb Company).

**INSURANCE COMPANY OF NORTH AMERICA  
(A Chubb Company)**

By :  \_\_\_\_\_  
Authorized Representative

**CONFORME:** \_\_\_\_\_  
Group Policyholder