

Globe Gadget Care for Postpaid Subscribers Group Policy v2

CHUBB®

Group Policy Number: SPLGGC001A

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 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 Group Policyholder as follows:

Part I - Benefits

1. Theft Benefit

The Company 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 the Company provides the Insured with a Replacement unit, the original Equipment will become the property of the Company. The Replacement unit will automatically become the subject of this Group Policy. The Company shall only be liable to pay for a maximum of two (2) approved claims during the Period of Insurance.

2. Accidental Damage Benefit

The Company 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 the Company provides the Insured with a Replacement unit, the original Equipment will become the property of the Company. The Replacement unit will automatically become the subject of this Group Policy. The Company shall only be liable to pay for a maximum of three (3) approved claims during the Period of Insurance.

The Company's total liability for Theft Benefit and Accidental Damage Benefit claims of an Insured during any one (1) Period of Insurance shall not exceed three (3) approved claims.

3. Accidental Death Benefit

If the Insured suffers Accidental Death, the Company will pay the Group Policyholder the Insured's plan subscription Outstanding Balance up to the maximum benefit amount as 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 billing statement and any interest due on the Outstanding Balance at the time of the Insured's death.

3.1 Accidental Death due to Disappearance

If the Accidental Death Benefit is payable because of a Disappearance, the Company will only pay the Group Policyholder the Outstanding Balance of the Insured's plan subscription if the legal representatives of the Insured would give the Company a signed undertaking that these amounts will be repaid to the Company, if it is later found that the Insured did not die or did not die as a result of an Accidental Injury.

4. Accidental Temporary Disability Benefit

If the Insured has suffered an Accidental Injury which entirely prevents him from engaging in his usual occupation or carrying out his Domestic Duties for more than thirty (30) days, and a Physician certifies this, the Company will pay the Group Policyholder the monthly Accidental Temporary Disability Benefit equivalent to the regular monthly plan subscription of the Insured up to the maximum amount as specified in the Policy Schedule current at the time of the accident causing the Accidental Injury, for a maximum period of six (6) months, during which the Insured is under the regular care and attendance of a Physician.

A thirty (30)-day Waiting Period is applicable to the Accidental Temporary Disability Benefit commencing on the date the Insured is unable to engage in his usual employment or carrying out his Domestic Duties. The Company will only pay for each complete month of the Accidental Temporary Disability Benefit.

Part II - Definitions

“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” shall mean Insurance Company of North America (a Chubb Company).

“Customer Service” shall mean the Company’s Customer Service with Telephone Number 632-7756-5400.

“Confirmation of Cover” shall mean the document in the PDF form sent through email by the Company to inform the Insured regarding the insurance coverage under this Group Policy.

“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” means 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, the Company will presume the Insured has died as a result of an Accidental Injury.

“Domestic Duties” means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services.

“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 the Company and an airtime provider.

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

“Group Policy” or “Policy” shall mean this document, the application and the Policy Schedule describing the insurance contract between the Group Policyholder and the Company. 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 the Company and countersigned by the Group Policyholder.

“Group Policyholder” shall mean the telecommunications provider who is the policy owner of this Policy.

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

“Insured” shall mean the subscriber 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 or person who is authorized by the Insured to use the Handset or Portable Device.

“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” means the total amount the Insured owes the Group Policyholder at the date of Accidental Death or Accidental Temporary Disability.

“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.

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

“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 the Company.

“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 User does not have possession or control over the Equipment, resulting in the Equipment failing to be reasonably protected from Theft or Damage

“Waiting Period” means the period of time for and in respect of which no benefits are payable.

Part III - Exclusions

A. Exclusions Applicable to Benefits 1 & 2

The Company 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 seven (7) working days of discovery;
 - iii. Theft of Equipment not reported to Us and the Insured's airtime provider within seven (7) working days of discovery.
 - iv. any process of cleaning, servicing, inspection, maintenance, adjustment or repair not authorized by the Company;
 - 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, while in the possession of an Insured User 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; or
- iv. Damage or Theft due to leaving the Equipment on the roof, bonnet, boot or exterior part of vehicle.

B. Exclusions Applicable to Benefits 3 and 4

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 an Insured or the Insured's executors, administrators, legal heirs or personal representatives;
- g) The Insured driving any kind of vehicle while under the influence of alcohol or unprescribed drugs;
- h) The Insured having taken a drug, unless it is proved that the drug was medically prescribed and was taken in accordance with 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; or
- j) Provoked or Unprovoked Murder or Assault

Part IV – General Conditions

Enrolment

Enrolment for this Group Policy shall be by submission by the Group Policyholder of the daily/weekly/monthly enrolment declaration of its Qualified Subscribers.

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

- a) Completed and signed application form; and
- b) Daily/weekly/monthly enrolment declaration of its Qualified Subscribers.

Enrolment Period

To avail of the insurance benefits under this Policy, the Insured 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, the Company shall decide at its sole discretion whether or not to extend the enrolment period for a period of seven (7) working days from date of purchase of the Insured's Equipment.

Eligibility Age – applicable to Benefits 3 & 4

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.

Maximum Age Limit – applicable to Benefits 3 & 4

The maximum age limit applicable to Benefits 3 & 4 is seventy five (75) years old.

Replacement Condition

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

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 and the Insured may be prosecuted.

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, the Company will consider that Equipment to be insured under the policy which provides the highest benefit. When such policies provide the same benefits, the Company will consider that Equipment to be covered under the policy first issued. In any case, the Company will refund the premium paid for that Equipment paid by the subscriber 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

The Company 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 the Company and the Group Policyholder; provided that the change in premium rate shall apply only to new subscribers to be enrolled under this Policy. If the Company 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, the Company 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. 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, the Company shall be obligated to pay benefits under this Policy.

Due Diligence

An 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.

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

Notice of Claim

The Insured shall:

- a) within seven (7) working days of the occurrence of Damage, or the discovery of Theft, notify the Company of the event.
- b) for Handsets, upon notification to the Company of the occurrence of Theft, the Company will notify the airtime provider and arrange to immediately disable the Handset from further use. The Company will confirm that the Handset has been disabled before approval of the claim.
- c) within seven (7) working days of the discovery of Theft, notify the police and obtain a crime reference number or where available a police report; and
- d) provide the Company, if requested, any supporting documentation regarding the claim. By doing so the Insured is authorizing the Company to pursue further enquiries 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 Policy, the Equipment must be repaired or replaced by the Company or an authorized repairer nominated by Us. In case of Replacement, and if the Equipment has not been stolen, the old Equipment must be surrendered to the Company at the time of replacement. In the event of non-compliance by an 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.

Beneficiary

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

- (a) the Insured's legal spouse;
- (b) the Insured's children;
- (c) the Insured's parents;
- (d) the Insured's brothers and sisters;

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

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 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 that the Company 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 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 or 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 Equipment less depreciation value and applicable Excess/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 the Company, 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 the Company'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. 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 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 the Company in violation of the Insurance Code.

All notices of cancellation shall be in writing, mailed or delivered to the Group Policyholder 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, the Company will furnish the facts on which the cancellation is based.

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

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

Physical Examination and Autopsy

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.

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 an Insured User or anyone acting on an Insured User's behalf to obtain any benefit under this Policy, the Company shall be under no liability in respect of such claim and shall be entitled to terminate this Policy immediately.

Insured may have to repay the Company 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, the Company shall not be liable under the Insured's Policy and the Insured may be liable for costs incurred.

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.

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 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 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 Group Policyholder, which countersignature shall be taken as the Group 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.

Right to Return Policy

In the event the Group Policyholder/Insured is not satisfied with the Group Policy/Confirmation of Cover for any reason, the Group 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 full refund if the Insured has made a claim during this 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, the Company and the Group 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 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 the Company (www.chubb.com/ph). This Group Policy shall be available to the Insured for inspection during the regular office hours of the Group Policyholder.

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 Insured’s 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 or 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

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
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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 more than 30,000 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

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Globe Gadget Care for Postpaid Subscribers Group Policy v2

Policy Schedule	
Group Policy Holder:	GLOBE TELECOM, INC. Policy Number: SPLGGC001A
Address:	The Globe Tower, 32nd St. corner 7th Ave., Bonifacio Global City, Taguig City, Philippines
Effective Date:	01 March 2020 - 12:01 standard time
Expiry Date:	01 March 2022 - 12:01 standard time
Insured:	GLOBE Postpaid Subscribers
Period of Insurance:	From: 01 March 2020 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. Bill Protect Benefit Rider	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Plan 4</u>
a. Accidental Death Benefit	P10,000.00	P10,000.00	P10,000.00	P10,000.00
b. Accidental Temporary Disability Benefit (max. of 6 months)	P220.00	P220.00	P220.00	P220.00

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

Insurance Company of North America



Peter van Ratingen
 Country President