

ITEM PROTECTION

GROUP POLICY

CHUBB®

Group Policy Number:

Item Protection Group Policy

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PLEASE READ THIS POLICY

Please review this Group Policy and return immediately to Insurance Company of North America (a Chubb Company), hereinafter called the “Company”, if any errors are found.

SECTION 1 - INSURING AGREEMENT

In consideration of the statements in the policy application, which shall be the basis of this contract and whose original copy or proof is filed with the Company, and made a part of this Group Policy, upon the payment of premium and subject to all the exclusions, provisions and other terms of this Group Policy, the Company hereby insures the persons named, hereinafter called the “Insured”, against loss indicated as covered in the Policy Schedule occurring during the term of this Group Policy.

IN WITNESS WHEREOF, the Company has caused this Group Policy to be executed and commenced 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.

**Insurance Company of North America
A Chubb 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.)

SECTION 2 - ELIGIBILITY

To be eligible for cover, the Insured must be a Filipino citizen or a Philippine permanent resident and at least eighteen (18) years old on the start date specified in the Confirmation of Cover.

SECTION 3 - DEFINITIONS

The following terms when used with capital letters in this Group Policy shall have the meaning set forth below:

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

“Confirmation of Cover” means the document in PDF format issued by the Company to the Insured which describes in general the insurance protection to which the Insured is entitled to under the Group Policy. The Confirmation of Cover will be sent to the Insured’s registered email address using the platform of the Company or the Policyholder. 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 coverage specified in the Confirmation of Cover.

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

“Day” or **“Days”** means calendar days.

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

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

“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 online customer of the Policyholder who has purchased the Insured Item and paid premium in full.

“Insured Item” means an item purchased and paid in full by the Insured from an authorized seller registered on the Platform, and specified in the Confirmation of Cover. This excludes any accessories that come with the item and software downloads.

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

“Manufacturer” or **“Original Equipment Manufacturer (OEM)”** means the company that distributed the Insured Item which may provide repair or replacement services of such Insured Item in case of defect caused by workmanship or defective materials during the Warranty Period.

“Malicious Damage” means intentional or deliberate damage to the Insured Item caused by the Insured or the Insured User.

“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.

“Pair or Set” means a number of the Insured Item(s) used together or associated as being similar or complementary.

“Participation Fee” means the amount that the Insured pays when the Insured makes a claim as specified in the Policy Schedule and Confirmation of Cover.

“Period of Insurance” means the start date to the end date of the individual insurance coverage of the Insured as stated in the Confirmation of Cover. The start date stated in the Confirmation of Cover will be based on the date that the Insured Item is successfully delivered to the Insured.

“Platform” means the mobile applications made available from time to time by the Policyholder, including the iOS, Android, and HarmonyOS versions.

“Policyholder” means ByteDance Philippines Incorporated, the policy owner of this Group Policy.

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

“Purchase Value” means the pricing including Value Added Tax (VAT) set by the seller on the purchase date of the Insured Item before any subsidies, promotions, rebates and/or discounts, as specified in the Confirmation of Cover.

“Repair” means to restore the Insured Item to proper working order.

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

“Theft”/ “Stolen” means taking of the Insured Item without the Insured User’s permission with the intention of permanently depriving the Insured User of it.

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

SECTION 4 - BENEFITS

1. Accidental Damage Benefit

In the event the Insured Item sustains Damage during the Period of Insurance, the Company will provide indemnification to the Insured, up to the Purchase Value of the Insured Item as specified in the Confirmation of Cover and subject to the terms and conditions herein. The Company will at, its discretion, indemnify the Insured through the following:

- a) Repairing the Insured Item; or
- b) Replacing the Insured Item with one of the same brand, model, specification and colour, which may be by way of a refurbished item and the original Insured Item will become the property of the Company; or
- c) Reimbursing the Insured up to the Purchase Value of the Insured Item.

2. Theft Benefit

In the event the Insured Item is Stolen during the Period of Insurance, the Company will provide indemnification to the Insured, up to the Purchase Value of the Insured Item as specified in the Confirmation of Cover and subject to the terms and conditions herein. The Company will at its discretion, indemnify the Insured through the following:

- a) Replace the Insured Item with one of the same brand, model, specification and colour, which may be by way of refurbished item, and the original Insured Item will become the property of the Company; or
- b) Reimburse the Insured up to the Purchase Value of the Insured Item.

If the Insured Item is part of a Pair or Set, then the claim will be settled for the Pair or Set unless the Insured Item can be used individually or Repaired or Replaced individually.

Participation Fee applicable to both benefits

A Participation Fee may be deducted for each and every successful Claim. The Participation Fee due will be shown in the Policy Schedule and Confirmation of Cover if it applies.

SECTION 5 - EXCLUSIONS

The Company shall not provide cover for losses arising from:

- a) any incident prior to the start date or after the end date, as specified on the Insured's Confirmation of Cover;
- b) Malicious Damage;
- c) mysterious disappearance or loss of the Insured Item;
- d) any refurbished item;
- e) any cost associated with the purchase of any goods or services digitally using the Insured Item, including but not limited to online shopping apps, music, videos, software, or any purchased downloads;
- f) any claim as a result of the Insured or Insured User not taking care of the Insured Item such as but not limited to:
 - i. knowingly leaving the Insured Item somewhere it is likely to be stolen or damaged; or
 - ii. leaving the Insured Item Unattended and on display where it is likely to be stolen; or
 - iii. using the Insured Item where damage is likely to happen, e.g., while taking a bath, while handling heavy; duty equipment, or in hazardous situations;
- g) any Repairs or other costs for Repairs carried out by anyone not authorised by the Company under the Repair settlement method;
- h) aesthetic damages such as scratches, dents, scuffs, or fading of paint or surface finishes on the Insured Item that does not hinder intended function of Insured Item;
- i) fading, discoloration, stains, loose threads, loose fittings, shrinkage, stretching, or sagging of the Insured Item;
- j) battery degradation and electrical breakdown of the Insured Item;
- k) broken strings, dull, rusted, chipped, and frayed parts of the Insured Item;
- l) loose or broken zips, grips, and handles, straps, cracking of materials, and punctured holes on the Insured Item;
- m) any claim for which the Manufacturer, supplier or distributor of the Insured Item is liable for in accordance with their standard warranty obligations;
- n) any damage to Subscriber Identity Module (SIM) or memory cards of the Insured Item;
- o) any damage or loss of the data held on the Insured Item including but not limited to any pictures, software, downloads, apps or music;

- p) any modifications that have been made from the original specification of the Insured Item, including but not limited to adding gems, precious metals, or upgrading the hardware, i.e., adding more Random Access Memory (RAM) to the Insured Item;
- q) wilful concealment or misrepresentation by the Insured of any material fact or circumstance concerning this insurance or provision of fraudulent information to the Company;
- r) 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, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority, riot or civil commotion, terrorist activity of any kind;
- s) ionising or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel; or
- t) any 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.

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 the Company 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 New York Stock Exchange (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.

SECTION 6 - CLAIMS

Claim Notification

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. The Insured can notify the Company by lodging a notice of claim using the Company's online claims portal;
- b) within seven (7) Days of the discovery of Theft, notify the police and obtain a police report or where applicable a crime reference number; 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 above steps have to be complied with. 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 unless it was not reasonably possible to comply with the above conditions within the prescribed period.

Proof of Loss

Written proof of loss including the original receipts, invoices and all other relevant documents must be furnished to the Company within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and not later than one (1) year from the date of loss.

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 the Company 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 the Company 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.

Making Claims after this Group Policy is Cancelled

If this Group Policy is cancelled, this does not affect the Insured's rights to make a claim under this Group Policy if the event occurred before the date of cancellation or during the Period of Insurance specified in the Confirmation of Cover.

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. If the ground for cancellation is non-payment of premium no cover will be provided.

Online Claims Portal

The claimant can lodge a notice of claim in the Insured's Insurance page or section, accessible on the Platform.

Fraudulent Claims

If any claim under this Group Policy is, in any respect, fraudulent or if any fraudulent means or Insured Items are being used fraudulently 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.

SECTION 7 - GENERAL CONDITIONS

Geographical Limits

The Insured Item is insured under this Group Policy while it is in Philippines and worldwide.

Enrolment

The Policyholder shall submit to the Company the enrolment declaration of Insureds who confirmed enrolment, based on an agreed frequency of either daily, weekly, or monthly declaration.

Enrollment Period

The Insured must enroll to the Group Policy on the date of purchase of the Insured Item to be eligible for the benefits under this Group Policy.

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:

- a) truth of the statements and information as provided to the Company by the Policyholder and all Insureds; 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 Insureds.

Other Insurance

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

Due Diligence

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

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

Right to Return

In the event the Policyholder/Insured is not satisfied with this 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 six (6) days after receipt of this Group Policy/Confirmation of Cover. Any premium paid will be refunded during this period. The Policyholder/Insured will not be entitled to a refund if an Insured has made a claim during this period

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 notice of its intention not to renew the Group Policy 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 Policyholder shall be entitled to renew the Group Policy 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 by the Company

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 Amended 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.

Cancellation by the Policyholder or the Insured

If the Policyholder cancels the Group Policy or the Insured cancels his/her individual insurance cover, the Company shall refund the premium (exclusive of tax) on a daily pro-rata basis, taking into consideration the Period of Insurance and the remaining unexpired period (cancellation date up till the end date of the Period of Insurance). The cancellation may be subjected to a minimum premium. The minimum premium will be shown on the Policy Schedule and Confirmation of Cover if it applies.

Termination

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

- a) if the Insured/Insured User modifies, alters, or changes the Insured Item or sells or transfers the ownership of the Insured Item to another person; or
- b) if the indemnification of the claim has reached the Purchase Value of the Insured Item as stated in the Confirmation of Cover.

Clerical Error

A clerical error by the Company 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 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.

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 in the custody of its authorized officer and shall be available at (this link). This Group Policy shall be available to the Insured for inspection during the regular office hours of the 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.

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
O +63 2 8849 6000
F +63 2 8325 1675

About Chubb in the Philippines

Chubb is a world leader in insurance. 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 40,000 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-en/

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