

Globe Gadget Care Program Line Only Group Policy



Group Policy Number: SPLGGC002

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 - Benefits

1. 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 sudden and unforeseen physical Damage, after the Waiting Period of thirty (30) days from the date of enrollment of the Insured, subject to the terms and conditions herein.

Part II - Definitions

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

“Customer Service” shall mean the Company Customer Service with Telephone Number 632-756-5400.

“Damage” shall mean any accidental destruction that is externally visible and accidental oxidation that is preventing the correct operation of the Equipment.

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

“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. The Equipment must be primarily used by the Insured.

“Excess/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.

“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 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.

“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.

“Nominated Account” shall mean the account or credit card to which premiums for the Insured’s individual policy are to be debited or charged.

“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 Customers” shall mean the customers 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, which has the same or similar specification as the original Equipment.

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

Part III - Exclusions

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 caused by or attributable to:

- (i) malicious Damage unless reported to the police within seven (7) days of discovery;
- (ii) any process of cleaning, servicing, inspection, maintenance, adjustment or repair not authorised by the Company;
- (iii) 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 to its appearance that does not prevent its correct operation of the Equipment; 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) 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 due to leaving the Equipment on the roof, bonnet, boot or any exterior part of a vehicle.

Part IV – General Conditions

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 online form via website; or
- e. Submission by the Group Policyholder of the daily/weekly/monthly enrolment declaration of its Qualified Customers.

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 application transmitted via electronic mail;
- d. Daily/Weekly/Monthly enrolment declaration of its Qualified Customers submitted by the Group Policyholder to the Company.

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 under the Group Policy which is not giving cover.

Premium Payment

This Policy/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 customers 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 customers 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 and on the same date of each month thereafter. 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 shall exercise due diligence and take all reasonable precautions to protect the Equipment against 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) for Handsets, within seven (7) days of the discovery, notify the airtime provider to block the Equipmnt and inform the Customer Service on Telephone Number 632 756 5400 to commence the claim procedure.

(b) within seven (7) days of the discovery, notify the police in the event of Damage and obtain a crime reference number or where available a police report;

(c) 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 authorised 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 with any of the above conditions, any liability of the Company that would have arisen as a result of such claim shall be forfeited.

Claim Forms

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

The amount of any loss that the Company may be liable under this Policy shall be paid 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.

Payment of Excess/Participation Fee

In the event of claim, the Insured must pay the Excess/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, shall not be cancelled by the Company except upon prior notice thereto to the Group Policyholder, 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.

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

The Insured may cancel his individual policy at any time either by informing the Group Policyholder or the Company. In such event, the Group Policyholder and the Company shall verify the Insured's information and record the cancellation.

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) when the Insured's Nominated Account is cancelled;
- d) if this Group Policy is cancelled by the Group Policyholder or by Us;
- e) if an 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;
- f) If the Insured 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.

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 or anyone acting on an Insured'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 a report that the Insured's Handset has been stolen, the Insured will cause its airtime provider to black list the IMEI number in order to prevent further usage and fraudulent claims. The Insured will cause its 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.

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 the descriptive title of which are 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 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.

Arbitration

Any disagreement as to the amount of any loss or damage covered by this Group Policy shall be settled by final, binding arbitration under the arbitration rules of the Philippine Dispute Resolution Center, Inc. (PDRCI) in force at the time of arbitration. The dispute shall be referred to an arbitrator to be appointed by the parties in disagreement, or if they cannot agree upon a single arbitrator, a panel of three (3) arbitrators (“the Panel”) shall conduct the arbitration. Each party shall have the right to appoint one (1) member of the Panel, with the third member to be mutually agreed by the two (2) Panel members appointed by the parties or appointed in accordance with the Rules of the PDRCI. The venue of arbitration shall be in the Republic of the Philippines

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.chubbinsurance.com.ph). This Group Policy shall be available to the Insured for inspection during the regular office hours of the Policyholder.

Data Protection

The Company 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. The Company 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, the Company will also use this information for the above purposes. The Company 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 the Company have a right to ask for a copy of that information and to have any inaccuracies corrected. The Company may record telephone calls to make sure it follows instructions correctly and for staff training purposes.

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

Contact Us

Insurance Company of North America – Philippine Branch
A Chubb Company
24th Floor Zuellig Building
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

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.

Chubb. Insured.SM

Globe Gadget Care Program Line Only Group Policy

Policy Schedule		
Group Policy Holder:	GLOBE TELECOM, INC.	Policy Number: SPLGGC002
Address:	The Globe Tower, 32 nd St. corner 7 th Ave., Bonifacio Global City, Taguig City, Philippines	
Effective Date:	16 November 2018 - 12:01 standard time	
Expiry Date:	15 November 2020 - 12:01 standard time	
Insured:	GLOBE Postpaid Subscribers	
Period of Insurance:	From: 16 November 2018	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. 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

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

Insurance Company of North America


Peter van Ratingen
 Country President

Endorsement

CHUBB®

Endorsement No.:	1.2
Issue Date:	16 November 2018
Attached to and forming part of Group Policy No.:	SPLGGC002
Endorsement Effective Date:	16 November 2018
Named Insured:	GLOBE TELECOM, 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

Endorsement

CHUBB®

Endorsement No.:	1.2
Issue Date:	16 November 2018
Attached to and forming part of Group Policy No.:	SPLGGC002
Endorsement Effective Date:	16 November 2018
Named Insured:	GLOBE TELECOM, 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