

# Send Money Protect Group Policy

CHUBB®

Group Policy Number : GCASH00013

# Send Money Protect Group Policy

## Contents

---

PLEASE READ THIS POLICY .....	3
SECTION 1 – INSURING AGREEMENT .....	3
SECTION 2 – ELIGIBILITY .....	3
SECTION 3 – DEFINITIONS.....	3
SECTION 4 – BENEFITS.....	6
SECTION 5 – GENERAL EXCLUSIONS.....	8
SECTION 6 – CLAIMS.....	8
Privacy Statement.....	13
Contact Us .....	14
About Chubb in the Philippines.....	14

## 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**



**Mari Rachelle L. Canta  
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.)

## SECTION 2 – ELIGIBILITY

---

To be eligible for cover, the Insured must be a Philippine Resident and the age of eighteen (18) years or over on the Effective Date of the Group Policy.

## SECTION 3 – DEFINITIONS

---

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

1. **Account Take Over Fraud** means a third party gains unauthorized access to the Insured's GCash Account and then makes unauthorized transactions. Account takeovers usually result from phishing, spyware or malware scams.
2. **Benefit Amount** means the benefit amount payable by the Company as stated in the Policy Schedule.
3. **Business Account** means a GCash Wallet that is used for business purposes rather than personal finances. The business account may be in the Insured's name or the name of the business.
4. **Claim** means a request by the Insured for any of the entitlements and benefits under section 4 of this Group Policy.
5. **Company** means Insurance Company of North America (a Chubb Company).
6. **Cyber-attack** means the following malicious or fraudulent acts:
  - (a) Unauthorised access to, and/or use of, the Insured's Electronic Device(s);
  - (b) Alterations, corruption, damage, manipulation, misappropriation, deletion of hardware, software and data files on, the Insured's Electronic Device(s);
  - (c) Transmission or introduction of a computer virus or harmful code including ransomware, into, the Insured's Electronic Device(s);
  - (d) Restriction or inhibition of access targeted at or directed against, the Insured's Electronic Device(s); and/or
  - (e) Digital account takeover, where the fraudster takes control of the Insured's GCash Account and prevent the Insured from accessing it.
7. **Confirmation of Cover** means the document in PDF copy 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.
8. **Day or Days** means calendar days.
9. **Digital Contents** means data that is produced and supplied in a digital form. Examples of this include, but are not limited to software, games, apps, ringtones, e-books, online journals, and digital media such as music, film and television. Digital contents may be supplied to the Insured in a tangible form (for example disk or pen drives), or intangible form such as downloaded, streamed or accessed on the web.
10. **Effective Date** means the date on which this Group Policy commences as stated in the Policy Schedule.
11. **Expiry Date** means the date on which insurance under this Group Policy expires or ends as stated in the Policy Schedule.
12. **Electronic Transaction(s)** means paying by the Insured's registered GCash account.
13. **Electronic Device(s)** means any personal network connected devices including, but not limited, to, desktop computer, laptop, smartphone, tablets, and router(s) which are not associated or connected to the Insured's business.
14. **Eligible Item(s)/Service(s)** means an any items, services or Digital Contents with purchase value more than the Minimum Value and which are:
  - (a) Not counterfeit or fake goods;
  - (b) Not Perishable Goods
  - (c) Not stocks, shares, bonds, currencies or digital assets

- (d) Not goods bought using store credit or finance/leasing options, or which were not paid in full
- (e) Not goods purchased from a natural person through a private transaction
- (f) Not confiscated or illegally declared by any government, customs or public body;
- (g) Not animals or livestock;
- (h) Not Jewellery watches, precious metals/gemstones, art, antiques or collectable items;
- (i) Not cash or its equivalents, traveller's cheques or tickets
- (j) Not classified as real estate;
- (k) Not motor vehicles, motorcycles/scooters, watercraft or aircraft; or
- (l) Not subscription based where the Insured is paying a monthly fee for the services.

15. **Excess** means the amount payable by the Insured towards each successful Claim, where applicable.
16. **GCash Account** means the e-money wallet account issued by the Policyholder that stores electronic money online accessible through Electronic Device(s).
17. **Group Policy** means this policy wording, the policy application, the Policy Schedule and the Confirmation of Cover 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 executive officer of the Company and countersigned by the Policyholder.
18. **Insured** means the GCash account user who has purchased the personal cyber insurance through the Policyholder's payment platform.
19. **Enterprise-wide cyber-attack** means an act intended to affect multiple persons due to any kind of single system-wide failure, malware, theft, misuse, mishandling and/or data hack of any data and/or databases and/or other forms of storage under the control of private and public sector organisations, or the Policyholder for which they are responsible and/or liable and/or have relevant corporate insurance protection in place.
20. **Minimum Value** means the minimum requirement of the Eligible Item on the original purchase price.
21. **Period of Insurance** means the start date and end date of the individual insurance coverage of the Insured as stated in the Confirmation of Cover.
22. **Perishable Goods** mean products that deteriorate over time because of their environment. Common examples include but are not limited to food, perfume, medicine, pharmaceutical products, cosmetics and chemicals.
23. **Philippine Resident** means a Filipino citizen or a Philippine permanent resident.
24. **Policyholder** means Globe Fintech Innovations Inc., doing business as Mynt.
25. **Policy Schedule** means the relevant policy schedule attached to this Group Policy issued by the Company to the Policyholder.
26. **Social engineering attack** means an attack that is carried out to dupe the Insured into opening emails, instant messages, text messages, and websites from entities or people who the Insured trusts and/or knows with the purpose of coercing the Insured into transferring funds, such as but not limited to phishing, malware phishing, spear phishing, smishing, vishing, and pharming.
27. **Third Party** means anyone other than the Insured.
28. **Unauthorized transactions** means transactions which are carried on the Insured's GCash Account that is not authorized by the Insured.

## SECTION 4 – BENEFITS

---

### A. Social Engineering

#### Cover

In the event the Insured is a victim of a Social Engineering Attack requesting him/her to transfer funds from his/her GCash Account to the account of a Third Party and the Insured transfers funds as a direct result of such request, the Company will reimburse the Insured for the amount of funds he/she has transferred up to the maximum benefit amount as stated in the Policy Schedule.

#### In the event the Insured is a victim of Social Engineering Attack:

1. The Insured must report the fraud to police authorities within twenty-four (24) hours of the discovery and obtain a police report;
2. The Insured must notify the Policyholder within twenty-four (24) hours of the discovery of fraud, so it can make attempts to stop the transaction from going through or to trace where the funds have gone;
3. The Insured must contact the [sendmoneyprotect@chubb.com](mailto:sendmoneyprotect@chubb.com) as soon as the Insured becomes aware he/she has been a victim of this Social Engineering Attack; and
4. The Insured must be able to demonstrate that he/she has taken reasonable steps to:
  - (a) authenticate and verify the identity of the person who sought to obtain the funds from the Insured; and
  - (b) authenticate and verify that the person was entitled to receive payment.

Reasonable steps to verify the identity of the person who sought to obtain funds from the Insured may include, but is not limited to:

1. Contacting the person via an alternative communication channel and asking him/her directly if he/she requested the money; and/or
2. Verifying that the provided payee information reflected in the GCash cashier page (i.e., letters of the person's first and last name) matches the Insured's records.

There may be instances when the Policyholder may reimburse the Insured for these transactions. But if the Policyholder has refused to accept liability in writing and the Insured has complied with the terms and conditions of this Group Policy, then the Company will reimburse the Insured for these transactions.

#### Additional Exclusions under A. Social Engineering

The Company will not pay any compensation for:

1. any transfer from a Business Account; or
2. any advance fee fraud where the Insured is promised goods, services and/or financial gains, in return for an upfront payment including payment by electronic transaction(s).

#### Excess applicable to Social Engineering

An Excess will be deducted for each and every successful Claim. The Excess due is shown in the Policy Schedule.

### B. Account Take Over Fraud

#### Cover

In the event the Insured is a victim of an Account Take Over Fraud, the Company will reimburse the Insured up to the maximum benefit amount as stated in the Policy Schedule for any subsequent unauthorized transactions that appear on the Insured's GCash account.

#### In the event the Insured is a victim of Account Take Over Fraud:

1. The Insured must report the fraud to the nearest police authority twenty-four(24) hours of the discovery and obtain a police report;
2. The Insured must notify the Policyholder within twenty-four (24)) hours of his/her discovery of fraud, so it can make attempts to stop the transaction from going through or to trace where the funds have gone;
3. The Insured must contact the [sendmoneyprotect@chubb.com](mailto:sendmoneyprotect@chubb.com) as soon as he/she becomes aware he/she has been a victim of this Account Take Over Fraud;
4. The Insured will be asked to provide evidence of the unauthorized transactions from the Policyholder like transaction receipts; and
5. The Insured will be asked to disclose to the Policyholder the correct incident reason arising to the claim.

Send Money Protect Group Policyv2 Philippines. Published 06/2023.

© 2023 Chubb. Chubb® logo and Chubb. Insured.<sup>SM</sup> are protected trademarks of Chubb Limited.

There may be instances when the Policyholder may reimburse the Insured for these transactions. But if the Policyholder has refused to accept liability in writing and the Insured has complied with the terms and conditions of this Group Policy, then the Company will reimburse the Insured for these transactions.

#### **Additional Exclusions under B. Account Take Over Fraud**

The Company will not pay any compensation for:

1. Costs other than those mentioned under "Cover";
2. Cash advances made with your GCash account;
3. Unauthorized transactions made on your GCash account resulting from loss or theft of the Insured's ElectronicDevice(s) connected to the Insured's GCash Account;
4. Unauthorized transactions made on the Insured's GCash Account more than two (2) weeks prior to your first reporting of the incident to the relevant authorities;
5. Charges incurred by a relative or a member of the Insured's family, or by a person the Insured has authorized to use his/her GCash Account;
6. Losses that result from, or are related to, business pursuits including the Insured's work or profession;
7. Transaction made or authorized by the Insured or the Insured's authorized user using One Time Password (OTP), PIN, password, and similar e-money account security services;
8. Transactions where the Insured has knowingly disclosed his/her One Time Password (OTP), PIN, password, and similar e-money account security services to a third party; or
9. Any losses and/or unauthorized charges due to any kind of system, malware and/or data hacks and/or any losses incurred because of the theft or misuse of any data or databases under the control of financial institutions, merchants, retailers, or payment system providers.

#### **Excess applicable to Account Takeover Fraud**

An Excess will be deducted for each and every successful Claim. The Excess due is shown in the Policy Schedule.

### **C. Online Shopping Fraud**

#### **Cover**

The Insured is provided indemnity up to the maximum benefit amount as stated in the Policy Schedule when the Insured discovers he/she has purchased an Eligible Item(s)/Service(s) online from a third party for personal use, but the website/trading platform turns out to be fraudulent. The payment for these Eligible Item(s)/Service(s) must have been completed using an Electronic transaction(s).

The Company will not indemnify the Insured for online transactions which are completed on genuine websites/trading platforms, where the online merchant:

1. becomes insolvent; and/or
2. fails to deliver the Eligible items/services; and/or
3. the Eligible items/services are delivered damaged or faulty.

In the above circumstances, the Insured should raise his/her issue with the online merchant or refer to the consumer law/rights that protect the Insured in the Philippines.

#### **In the event the Insured is a victim of Online Shopping Fraud:**

1. The Insured must report it to the police authorities within twenty-four (24) hours of the discovery of fraud and obtain a police report;
2. The Insured must notify the Policyholder within twenty-four (24) hours of the discovery of fraud to minimize further losses from this fraud;
3. The Insured must contact the [sendmoneyprotect@chubb.com](mailto:sendmoneyprotect@chubb.com) as soon as he/she becomes aware he/she has been a victim of this fraud; and
4. The Insured must demonstrate that he/she has made reasonable attempts to contact the online vendor to seek recovery or refund of his/her online purchase.

There may be instances when the Policyholder may reimburse the Insured for these transactions. But if the Policyholder has refused to accept liability in writing and the Insured has complied with the terms and conditions of this Group Policy, then the Company will reimburse the Insured for these transactions.

#### **Additional Exclusions under C. Online Shopping Fraud**

The Company will not pay any indemnity for:

- (a) Online purchases where cash, crypto-currency such as bitcoins, voucher or reward point is the form of payment.
- (b) Unauthorized transactions on the Insured's GCash Account as a result of this fraud leading to the cloning of his/her GCash Account or to identity theft.

#### **Excess applicable to Online Shopping Fraud**

An Excess will be deducted for each and every successful Claim. The Excess due is shown in the Policy Schedule.

#### **Maximum Benefit Amount Applicable to Benefit A, Benefit B and Benefit C under this Section**

The Company's maximum limit of liability shall be the amount in total as stated in the Policy Schedule.

## **SECTION 5 – GENERAL EXCLUSIONS**

---

This Group Policy does not provide cover for losses under any sections which are recoverable from any other sources such as, but not limited to the Insured bank, his/her payment card provider, third party payment platforms etc., or arising from:

- 1. Any incident prior to the start date of the Insured's insurance cover or after the cancellation;
- 2. Any loss before or after the incident, if the Insured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to the Company;
- 3. Any loss resulting from 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;
- 4. Any loss arising directly or indirectly from, or in connection with, the Insured's employment such as any corporate related transactions or any transactions via any Business Account; or
- 5. Any loss resulting from gambling, lottery, contest, promotional game, or other games of chance.
- 6. Losses which are recoverable from the Policyholder;
- 7. A potential Enterprise-wide cyber-attack.
- 8. Any loss resulting from illegal activity engaged in by the Insured whether knowingly or unknowingly.

#### **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 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**

---

#### **How to make a claim**

When making a claim the Insured must:

- 1. Provide the Group Policy Number and his/her Confirmation of Cover Number as shown on the Insured's Confirmation of Cover;



2. Provide all the original invoices, receipts, reports including crime reference number where applicable and any other documentation necessary to support the Claim;
3. Provide proof of purchase for items being claimed. If no proof of purchase can be provided the Claim may not be paid, and this decision will be made at the Company's discretion; and
4. Not agree to limit or exclude any right of recovery he/she may have against a Third Party for loss, damage or liability that is or may be subject to a claim under this cover.

All information and evidence required by the Company shall be furnished at the Insured's expense and shall be in such form and nature as the Company may prescribe to process the claim.

If the Insured fails to comply with the terms and conditions of this Group Policy, the Company may be entitled to refuse to pay or reduce the claim that may be payable.

### **Claim Forms**

Upon receipt of a notice of claim, the Company will furnish to the claimant such forms usually required by it for filing proofs of loss. If such forms are not furnished within fifteen (15) days from receipt of such notice of claim, the claimant shall be deemed to have complied with the requirements of this Group Policy, as to proof of loss, upon submitting, within the time fixed in this Group Policy for filing proof of loss, written proof covering the occurrence, the character and extent of the loss for which the claim is made. All certificates, information and evidence, other than the usual claim forms, which the Company may reasonably require in support of a claim, shall be furnished by the Insured.

### **Online Claims Portal**

The claimant can lodge a notice of claim using the Company's online claims portal at <https://www.chubbclaims.com/ace/ph-en/welcome.aspx>

### **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.

### **Time of Payment of Claim**

Indemnities payable under this Group Policy will be paid within thirty (30) days after receipt by the Company of due written proof of such loss and after ascertainment of the loss is made by the agreement between the Company and the Insured or by arbitration; but if such ascertainment is not made within sixty (60) days after such receipt by the Company of the proof of loss, then the loss shall be paid within ninety (90) days after such receipt. Refusal or failure to pay the loss within the periods prescribed herein will entitle the Insured to collect interest on the proceeds of the Group Policy for the duration of the delay at the rate of twice the ceiling prescribed by the Monetary Board, unless such refusal or failure to pay 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.

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

## **Fraudulent Claims**

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

## **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**

---

### **Where does this Group Policy apply?**

This Group Policy insures the Insured twenty-four (24) hours a day anywhere in the world.

### **Enrolment Declaration**

The declaration of enrolled eligible Insureds submitted by the Policyholder to the Company via SFTP (Secure File Transfer Protocol).

### **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 any benefit under this Group Policy is conditional upon the:

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

### **Premium Payment**

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

### **Review of Premium Rate**

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

### **Grace Period**

A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium during which time this Group Policy shall continue in force, unless this Group Policy has been cancelled, terminated or has not been renewed in accordance with the provisions of this Group Policy. However, if loss occurs within the Grace Period for which the Company shall be obligated to pay benefits under this Group Policy, any premium then due and unpaid will be deducted in settlement.

Send Money Protect Group Policyv2 Philippines. Published 06/2023.

© 2023 Chubb. Chubb® logo and Chubb. Insured.<sup>SM</sup> are protected trademarks of Chubb Limited.

**Due Diligence**

The Insured will exercise due diligence in doing all things to avoid or reduce any loss under this Group Policy.

**Misstatement of Age**

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

**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 seven (7) 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.

**Cancellation by the Company**

This Group Policy/Confirmation of Cover shall not be cancelled by the Company except upon prior written 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/Period of Insurance of the Confirmation of Cover, of one or more of the following:

1. non-payment of premium;
2. conviction of the Insured of a crime arising out of acts increasing the hazards insured against;
3. discovery of fraud or material misrepresentation;
4. discovery of wilful or reckless acts of omissions increasing the hazards insured against;
5. physical changes in the property insured which result in the property becoming uninsurable;
6. discovery of other insurance coverage that makes the total insurance in excess of the value of the property insured; or
7. 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/Insured at the address shown on the Policy Schedule/Confirmation of Cover 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/Insured, the Company will furnish the facts on which the cancellation is based.

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

**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 Policyholder/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.

## **Renewal Conditions**

This Group Policy may be renewed for further consecutive periods by the payment of premium on the Effective Date of the renewal at the Company's premium rate in force at the time of renewal, subject to its right to decline renewal of this Group Policy on any anniversary date of the Group Policy upon giving forty-five (45) days prior written notice, mailed or delivered to the Policyholder at the address shown in this Group Policy, of the Company's intention not to renew this Group Policy, or to condition its renewal upon reduction of limits or elimination of coverages. The Company's acceptance of premium shall constitute its consent to renew. Unless renewed as herein provided, this Group Policy shall terminate at the expiration of the grace period for which premium has not been paid.

## **Entire Contract**

This Group Policy, including endorsements and attached papers of which the descriptive title is mentioned in this Group Policy, if any, the policy application on file with the Company or attached herewith, the Policy Schedule and the Confirmation of Cover, 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.

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 interpreted in accordance with the laws of the Philippines.

## **Mediation**

In the event of any controversy or claim arising out of or relating to this Group Policy, or a breach hereof, the Company and the Policyholder/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, litigation or some other alternative dispute resolution procedure.

## **Legal Action**

Unless the claim has been denied, no 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 one year from notice of the 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 the Policyholder's website: <https://www.gcash.com/> 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 personal information of the Insured is to enable Us to provide Our services (e.g. policy administration, inquiries, claims processing).

## How We Obtain the Insured’s Personal Information

---

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

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

## How We Disclose the Insured’s Personal Information

---

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

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

## Access to and Correction of the Insured’s Personal Information

---

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

## How to Make a Complaint

---

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](mailto:DPO.PH@chubb.com)

## Contact Us

---

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

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

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

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

---