

# Power Mac Center Protect Plus Group Insurance Policy



Group Policy Number: SPLPMCo1

## 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.)

## Part I - Benefits

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### 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 Service Replacement ) as detailed in the Policy Schedule where such Equipment has sustained Damage, subject to the terms and conditions herein. If the Company provides the Insured with a Replacement unit, the original Equipment will become the property of the Company. The Replacement unit will automatically become the subject of this Group Policy.

### 2. Accidental Death Benefit Arising from Theft or Robbery

In the event of Accidental Death arising from Theft or Robbery of the Insured, the Company will pay the person or persons then surviving in the order of preference as indicated under the provision entitled "To Whom the Benefits are Payable" the Accidental Death Benefit arising from Theft or Robbery shown on the Policy Schedule current at the time of the accident causing the Insured's Accidental Death.

### 3. Accidental Medical Expense Benefit Arising from Theft or Robbery

If the Insured incurs medical expenses, including the cost of employing a nurse, as a result of an Accidental Injury arising from Theft or Robbery, the Company will pay upon production of original invoices and/or receipts, the Accidental Medical Expense Reimbursement Benefit shown on the Policy Schedule current at the time of the accident causing the Accidental Injury. In the event the Insured becomes entitled to a refund of all or part of such expenses from any other sources, the Company will only be liable for the excess of the amount recoverable from such other source.

## Part II - Definitions

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**"Accidental Death"** shall mean death occurring:

- (a) as a result of an Accidental Injury; and
- (b) within one hundred and eighty (180) days of the accident causing the injury and includes Disappearance.

**"Accidental Injury"** shall mean a bodily injury resulting from an accident and which is not an illness and which:

- (a) is caused by violent, external and visible means;
- (b) occurs during the Period of Insurance;
- (c) results within one hundred and eighty (180) days of the accident; and
- (d) results solely and independently of any causes other than:
  - i. the accident; and/or
  - ii. sickness directly resulting from medical or surgical treatment rendered necessary by the accident, and may include a bodily injury caused by the Insured being directly and unavoidably exposed to the elements as a result of an accident.

**"Accidental Medical Expense"** shall mean usual, reasonable and customary physician's fees, hospitalization fees, medical supplies and medications all of which must have been necessary and reasonably incurred in the medical or surgical treatment of Accidental Injury.

**"Company" or "Us" or "Our" or "We"** shall mean Insurance Company of North America (a Chubb Company).

**"Confirmation of Cover"** shall mean the document, which may be written form or in PDF form sent through email, to the Insured regarding the insurance coverage under this Group Policy. 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.

**"Customer Service"** shall mean the Company's Customer Service with Telephone Number +63 2 756 5411 and email ProtectPlus.PH@chubb.com.

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

**"Day" or "Days"** shall mean calendar days.

**“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 Electronic Device of the Insured specified in the Policy Schedule (excluding all other components, attachments, accessories and software downloads) having the serial number supplied and registered with the Company. The Equipment must be primarily used by an Insured User.

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

**“Group 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 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 Group Policyholder.

**“Group Policyholder”** shall mean Power Mac Center, Inc., the policy owner of this Group Policy..

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

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

**“Insured User”** shall mean the assigned user of the Insured at the time of the occurrence.

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

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

**“Physician”** shall mean a legally registered medical practitioner who is not the Insured’s relative.

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

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

**“Qualified Customer/s”** 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.

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

**“Service Replacement”** shall mean an Equipment that would come from Apple which has passed a series of quality checks and is functionally equivalent to the original Equipment without accessories and selling packaging.

**“Suggested Retail Price”** shall mean the pricing including Value Added Tax (VAT) set by the manufacturer at the purchase date of the Equipment excluding any subsidies or promotions rebates and/or discounts.

**“Theft or Robbery”** (for personal accident insurance) shall mean where, in order to commit a theft, or in committing the theft, or in carrying away property obtained by theft, the perpetrator, for that end, voluntarily causes or attempts to cause the Insured User’s death, hurt, or wrongful restraint, or puts the Insured User in fear of instant death, or of instant hurt, or of instant wrongful restraint; or where the perpetrator, at the time of committing the extortion, is in the Insured User’s presence and commits the extortion by putting the Insured User in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured User or to some other person, and, by putting the Insured User in such fear, induces the Insured User, being so put in such fear then and there to deliver up the property extorted.

## Part III - Exclusions

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### A. Exclusions Applicable to Benefit 1

The Company shall not be liable in respect of:

- a) any costs or charges for which the manufacturer, supplier or distributor of the Equipment are liable in accordance with their standard warranty obligations;
- b) any Damage to Equipment caused by or attributable to:
  - i. Damage not reported to Us within seven (7) Days of discovery;
  - ii. any process of cleaning, servicing, inspection, maintenance, adjustment or repair not authorized by the Company; or
  - iii. any Damage caused by breach of the manufacturer's operating or guidance instructions.
- c) Equipment that have undergone unauthorized opening or modification;
- d) 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.
- e) the cost of:
  - i. repairing Equipment with only cosmetic Damage that does not prevent its correct operation; or
  - ii. any costs which the Insured can recover under the conditions of any other guarantee, warranty or insurance.
- f) 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;
- g) Damage directly or indirectly occasioned by:
  - i. Natural Calamity, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalization, confiscation, requisition, seizure or destruction by the government or any public authority;
  - ii. ionising radiations or contamination by the radioactivity from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - iii. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or
  - iv. Damage due to leaving the Equipment on the roof, bonnet, boot or any exterior part of a vehicle.

## **B. Exclusions Applicable to Benefits 2 and 3**

The Company shall not be liable in respect of:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, riot, strike and civil commotion, rebellion, revolution, insurrection or military or usurped power;
2. Engaging in military duty with any armed forces of any country or international authority or while on duty in any para-military, police, police auxiliary or fire-fighting organization;
3. Suicide, or any attempt thereat, suicide pacts or agreements, while sane or insane, or any self-inflicted Injury;
4. Engaging in (or practicing for, or taking part in training peculiar to) aqualung or scuba diving, climbing or mountaineering necessitating the use of ropes or guides, pot-holing, parachuting, hang-gliding, winter sports, professional sports or racing other than on foot;
5. Engaging in aviation other than as a passenger in a fixed-wing aircraft provided and operated by a regularly scheduled airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers or in a helicopter provided and operated by an airline which is duly licensed for the regular transportation of fare-paying passengers, provided such helicopter is operated only between established commercial airports and/or licensed commercial heliports;
6. Illegal acts of the Insured/Insured User or the Insured User's executors, administrators, legal heirs or personal representatives;
7. The Insured User driving any kind of vehicle while under the influence of alcohol or unprescribed drugs;
8. The Insured User having taken a drug, unless it is proved that the drug was medically prescribed and was taken in accordance with the proper medical prescription;
9. Illness, disease, bacterial or viral infection, even if contracted by accident. This does not exclude bacterial infection that is the direct result of an accidental cut or wound or accidental food poisoning;
10. Pregnancy (including childbirth, miscarriage or abortion) and any complications arising therefrom;
11. Congenital anomalies and conditions;
12. Infection with Human Immunodeficiency Virus ("HIV"), Acquired Immune Deficiency Syndrome ("AIDS"), AIDS Related Complex ("ARC") or any opportunistic infections and or malignant neoplasm (tumor) found in the presence of HIV, AIDS or ARC:
  - a. Deficiency Syndrome shall have the meaning assigned to it by the World Health Organization (WHO) at the time of hospitalization;
  - b. Opportunistic infections shall include but are not limited to pneumocystis carinii pneumonia, organism or chronic enteritis virus and disseminated fungi; or
  - c. Malignant neoplasm shall include but not be limited to Karposi's Sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as cause of death in the presence of AIDS.
13. Provoked or Unprovoked Murder or Assault.

## **Part IV – General Conditions**

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### **Enrolment**

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

- a) Submission by the Group Policyholder of the completed and signed application of the Insured transmitted by personal, postal or courier messenger delivery;
- b) Submission by the Group Policyholder of the completed and signed application of the Insured transmitted by facsimile;
- c) Submission by the Group Policyholder of the completed application form of the Insured via electronic mail; or

- d) Submission by the Group Policyholder of the daily/weekly/monthly enrolment declaration of its Qualified Customers.
- e) The following documents and/or information will form part of this Group Policy:
- f) Completed and signed application transmitted by personal, postal or courier messenger delivery;
- g) Completed and signed application transmitted by facsimile;
- h) Completed and signed application transmitted by electronic mail;
- i) Daily/Weekly/Monthly enrolment declaration of its Qualified Customers who confirmed enrolment via a secured file transfer protocol site or a password-protected file submitted by the Group Policyholder to the Company.

### **Enrolment Period**

To avail of the insurance benefits under this Group Policy, the Insured must enrol on the date of purchase of the Insured's Equipment.

### **Other Insurance**

The Equipment shall not be covered under more than one insurance 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 person under the Group Policy which is not giving cover.

### **Premium Payment**

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

### **Review of Premium Rate**

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

### **Due Diligence**

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

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

### **Notice of Claim**

The Insured/Insured User shall:

- a) within seven (7) Days of discovery of Damage, notify the Company of the event;
- b) provide the Company, if requested, any supporting documentation regarding the claim. By doing so the Insured 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 Equipment must be repaired or replaced by the Company or an authorized repairer nominated by Us. 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.

### **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 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.

### **Settlement of Claims**

Any loss the Company may be liable under this Group Policy shall be settled within thirty (30) Days after proof of loss is received by Us and ascertainment of the loss is made either by agreement between the Insured and the Company; but if such ascertainment is not had or made within sixty (60) Days after such receipt by Us of the proof of loss, then the loss shall be settled within ninety (90) Days after such receipt. Refusal or failure to settle the loss within the time prescribed herein will entitle the Insured to collect interest on the proceeds of the policy for the duration of the delay at the rate twice the ceiling prescribed by the Philippine Monetary Board, unless such failure or refusal to settle is based on the ground that the claim is fraudulent.

If the Company determines that Repair or Replacement is not feasible within sixty (60) Days after submission of complete claim documents and approval of claim, the Company at its sole option will pay the cash equivalent of the Equipment less depreciation value and applicable Participation Fee.

### **Payment of Participation Fee**

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

### **Renewal Conditions**

Unless the Company, at least forty-five (45) Days in advance, mails or delivers to the Group Policyholder/Insured at the address shown in the Group Policy/Confirmation of Cover notice of its intention not to renew the Group Policy/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 Group Policyholder/Insured shall be entitled to renew the Group Policy/his individual insurance cover upon payment of the premium due. The Company's acceptance of premium shall constitute its consent to renewal.

### **Cancellation**

This Group Policy, or any individual insurance provided hereunder, shall not be cancelled by the Company except upon prior written notice thereto to the Group Policyholder/Insured, and no notice of cancellation shall be effective unless it is based on the occurrence, after the Effective Date of this Group Policy/after the start of the individual insurance cover, 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/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 Group Policyholder shall inform the Insured of the impending cancellation of the Group Policy by the Company upon its receipt of the notice.

If the Insured cancels his individual insurance cover, which must be in writing, the Company shall be entitled to retain a portion of the premiums computed in accordance with the applicable percentage indicated below, but in no event less than the Company's customary minimum premium.

<b>Period of Coverage Prior to Cancellation</b>	<b>Percentage of Annual Premium (computed based on premiums exclusive of documentary stamps and premium taxes) To Be Retained by the Company</b>
2 Months (Minimum)	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	100%

### **Termination**

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

- a) when the Insured dies;
- b) if this Group Policy is cancelled by Us;
- c) if the Insured/Insured User makes any fraudulent claim, in which case the Insured's cover will end and the Insured will have to return any insurance benefits We have paid. The Insured will not receive any further benefits or have to pay any further premiums;
- d) if the Insured/Insured User modifies, alters, or changes the Insured's Equipment or sells or transfers the ownership of the Equipment to another person then all benefits and entitlements under this Group Policy will cease immediately; or
- e) when the Insured reaches the age of seventy five (70) years.

### **Fraudulent Claims**

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

### **Fraud Warning**

Section 251 of the Insurance Code, as amended, imposes a fine not exceeding twice the amount claimed and/or imprisonment of two (2) years, or both, at the discretion of the court, to any person who presents or causes to be presented any fraudulent claim for the payment of a loss under a contract of insurance, and who fraudulently prepares, makes or subscribes any writing with intent to present or use the same, or to allow it to be presented in support of any claim.

### **Clerical Error**

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

### **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 Amended 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 while it is in the Philippines and Worldwide for sixty (60) Days in any 12-month period.

### **Governing Law**

This Group Policy of insurance shall be governed by and construed in accordance with the laws of the Philippines.

### **Mediation**

In the event of any dispute or difference as to the amount of any loss or damage covered by this Group Policy, the Company and the Group Policyholder or the Insured shall first endeavour to amicably settle the matter by mediation administered by the Insurance Commission or any recognized institution under the Mediation Rules, before resorting to other alternative dispute resolution procedure.

### **Legal Action**

Unless the claim has been denied, no legal action or suit shall be brought either to the Insurance Commission or any court of competent jurisdiction to recover on this 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 Policy.

### **Availability of the Group Policy**

This Group Policy shall be available at the website of the Group Policyholder ([www.powermaccenter.com](http://www.powermaccenter.com)) and the website of the Company ([www.chubb.com/ph](http://www.chubb.com/ph)).

### **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 Policyholder/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 authorized to receive, on their behalf, any data protection notices.

## **Additional Conditions Applicable to Benefits 2 and 3**

### **Notice of Claim**

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

### **To Whom Benefits are Payable Beneficiary**

Accidental Death Benefit arising from Theft or Robbery is payable to the person or persons then surviving in the following order of preference:

- (a) Legal spouse;
- (b) Children;
- (c) Parents;
- (d) Brothers and sisters; or
- (e) Insured's estate.

### **Physical Examination and Autopsy**

The Company, at its own expense, shall have the right and opportunity to examine the person of the Insured when and as often as it may reasonably require during the pendency of a claim and to make an autopsy in case of death unless forbidden by law.

### **Age Limitation**

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

### **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.

## Contact Us

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Insurance Company of North America – Philippine Branch  
A Chubb Company  
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Makati Avenue corner Paseo de Roxas  
Makati City 1226 Philippines  
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## About Chubb in the Philippines

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Chubb is the world's largest publicly traded property and casualty insurer. 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 30,000 people worldwide.

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

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

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

## Power Mac Center Protect Plus

Policy Schedule		
<b>Group Policy Holder:</b>	Power Mac Center, Inc.	<b>Policy Number: SPLPMC01</b>
<b>Address:</b>	7A 2 <sup>nd</sup> St., Barangay Kapitolyo, Pasig City 1603	
<b>Effective Date:</b>	01 May 2021 - 12:01 standard time	
<b>Expiry Date:</b>	30 April 2023 - 12:01 standard time	
<b>Insured:</b>	Power Mac Center Customers	
<b>Period of Insurance:</b>	From: Per Declaration	To: Two (2) years from start date
<b>Participation Fee:</b>	20% of the Suggested Retail Price	
<b>Mode of Payment</b>	Annual	
<b>Net Annual Premium</b>	Per Declaration (excluding applicable taxes)	
<b>Gross Annual Premium</b>	Per Declaration (including applicable taxes)	

Schedule of Benefits	
Benefit Section	Benefit Amount
1. Accidental Damage Benefit	Cost of replacement of the equipment (with the same model or one with similar specifications, which may be by way of Service Replacement)
2. Accidental Death Benefit Arising from Theft or Robbery	Php100,000.00
3. Accidental Medical Expense Benefit Arising from Theft or Robbery	Up to a maximum amount of Php5,000.00

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

**Insurance Company of North America**



**Peter van Ratingen**  
 Country President

Insurance Company of North America  
A Chubb Company  
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CHUBB®

## Endorsement

<b>Endorsement No.:</b>	1.21
<b>Date Issued:</b>	15 May 2021
<b>Attached to and forming part of Group Policy Number:</b>	SPLPMCo1
<b>Endorsement Effective Date:</b>	01 May 2021
<b>Policyholder:</b>	Power Mac Center, Inc.

**IT IS HEREBY DECLARED AND AGREED**, that the Enrolment Period provision under this Group Policy is amended to read as follows:

### ***Enrolment Period***


To avail of the insurance benefits under this Group Policy, the Insured must enrol fourteen (14) days from the date of purchase of the Insured's Equipment subject to no known loss from date of purchase to date of enrolment.

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 the authorized representative of Insurance Company of North America (a Chubb Company) and countersigned by the Policyholder as provided under the conforme below.

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

By: \_\_\_\_\_



Authorized Representative

**Important Notice:** If this endorsement is issued together with the Group Policy, the Policyholder need not sign on the space provided above. However, if this endorsement is issued after the Group Policy this endorsement must be countersigned, which countersignature shall be taken as the Policyholder's agreement to the contents of this endorsement. Return one (1) signed copy to us within thirty (30) days.

CHUBB®

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



## Endorsement

<b>Endorsement No.:</b>	2.21
<b>Issue Date:</b>	15 May 2021
<b>Attached to and forming part of Group Policy No.:</b>	SPLPMC01
<b>Endorsement Effective Date:</b>	01 May 2021
<b>Policyholder:</b>	Power Mac Center Inc.

**IT IS HEREBY DECLARED AND AGREED that below Sanctions Exclusions is applicable under this Policy:**

*This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.*

*All other terms and conditions of the policy remain unchanged.*

This endorsement is part of the above-numbered 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.

**INSURANCE COMPANY OF NORTH AMERICA**

By:   
Authorized Representative

**CONFORME:** \_\_\_\_\_

Date: \_\_\_\_\_



## Endorsement

<b>Endorsement No.:</b>	3.21
<b>Date Issued:</b>	September 6, 2022
<b>Attached to and forming part of Group Policy Number:</b>	SPLPMC01
<b>Endorsement Effective Date:</b>	June 10, 2022
<b>Policyholder:</b>	Power Mac Center, Inc.

**IT IS HEREBY DECLARED AND AGREED**, that the definition of the term “**Insured**” under this Group Policy should read as follows:

“**Insured**” shall mean the subscriber of the Group Policyholder who (a) enrolls his Handset or Portable Electrical Device at any business store or via website of the Group Policyholder at [www.powermaccenter.com](http://www.powermaccenter.com) for insurance cover under this Group Policy; (b) pays or agrees to pay premium thereof; and (c) is the legal owner of the Handset or Portable Electrical Device or collectively, the Equipment.

**IT IS FURTHER DECLARED AND AGREED**, that the enrollment provision under this Group Policy is amended to read as follows:

### **Enrollment**

Enrollment for this Group Policy shall be by submission of the daily/weekly/monthly enrollment declarations by the Group Policyholder of its Qualified Subscribers to the Company.

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

- a) Completed and signed application form or online application form; and
- b) Daily/weekly/monthly enrollment declarations of the Qualified Subscribers of the Group Policyholder.

### **Enrollment Declaration**

The enrollment declaration shall contain the details of the Insureds who are eligible for enrollment under this Group Policy and shall be submitted by the





Group Policyholder to the Company via a Secured File Transfer Protocol (SFTP) site or via an encrypted email.

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 the authorized representative of Insurance Company of North America (a Chubb Company) and countersigned by the Policyholder as provided under the conforme below.

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

By: *Maria Rachelle A. Carola*  
Authorized Signatory

**Important Notice:** If this endorsement is issued together with the Group Policy, the Policyholder need not sign on the space provided below. However, if this endorsement is issued after the Group Policy this endorsement must be countersigned, which countersignature shall be taken as the Policyholder's agreement to the contents of this endorsement. Return one (1) signed copy to us within thirty (30) days.

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