

Personal Cyber Insurance  
Protection Policy Wordings

CHUBB®

Group Policy Number NAC:

## Personal Cyber Protect Group Policy

### Contents

---

PLEASE READ THIS POLICY .....	3
SECTION 1 – INSURING AGREEMENT.....	3
SECTION 2 – ELIGIBILITY .....	4
SECTION 3 – DEFINITIONS .....	4
SECTION 4 – BENEFITS.....	6
SECTION 5 – GENERAL EXCLUSIONS .....	<del>9</del> <sup>10</sup>
SECTION 6 – CLAIMS .....	10
<b>How to make a claim</b> .....	10
Privacy Statement.....	<del>15</del> <sup>16</sup>
Contact Us.....	<del>15</del> <sup>17</sup>
About Chubb in the Philippines .....	<del>16</del> <sup>17</sup>

PLEASE READ THIS POLICY

Please review this Group Policy and return immediately to Insurance Company of North America (a Chubb Company), hereinafter referred to as 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 insure 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 the Company’s authorized representative.

**Insurance Company of North America  
A Chubb Company**

---

**Authorized Signatory**

(The Insurance Commission of the Philippines, with offices in Manila, Cebu, and Davao, is the government office in charge of the faithful execution and enforcement of all laws relating to insurance and has supervision over insurance companies. It is ready at all times to render assistance in settling any controversy between an Insurance Company and an Insured relating to insurance matter.)

## SECTION 2 – ELIGIBILITY

---

To be eligible for cover:

1. The Insured's eligible BPI Credit Card account must be valid and in good standing for all the benefits to apply to the Insured. No benefits will be paid to the Insured if, on the date of occurrence, or claim filing, or would-be claim payment, the Insured's BPI Credit Card account is in delinquency, collection, or cancellation status.
2. The Insured must be a Filipino citizen or a Philippine permanent resident.

## SECTION 3 – DEFINITIONS

---

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

1. **BPI Credit Card** is the eligible credit card issued by the Policyholder and as indicated on the Policy Schedule
2. **Biometric Security** means the use of biometric data for identification, access control, and authentication which includes but not limited to the following - fingerprint scanning and facial recognition.
3. **Company** means Insurance Company of North America (a Chubb Company).
4. **Day or Days** means calendar days.
5. **Expiry Date** means the date on which insurance under this Group Policy expires or ends as stated in the Policy Schedule.
6. **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.
7. **E-Money Account** means an online or digital account that stores money electronically that is accessible through Electronic Device.
8. **Excess** means the amount payable by the Insured towards each successful Claim, where applicable.
9. **Family** means the Insured's spouse, partner or parents or the Insured's children, brothers and sisters including stepbrothers, stepsisters and children who permanently reside with the Insured at the address registered with the Policyholder.
10. **Group Policy** means this policy wording, the policy application and the Policy Schedule. 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 Our executive officer and countersigned by the Policyholder.
11. **Insured** means the credit cardholder of a BPI Credit Card who satisfies the eligibility requirements under Section 2 and with respect to whom premium has been paid or agreed to be paid by the Policyholder.
12. **Identity Theft** means the theft of personal data or documents relating to the Insured's identity which results in:
  - a) having money taken from the Insured E-Money Account or bank; and/ or

b) the Insured being held liable for payment of goods or services purchased or contracted by others.

- 13. Mass 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 for which they are responsible and/or liable and/or have relevant corporate insurance protection in place.
- 14. Online Marketplace** means a digital platform where individuals or businesses come together to buy and sell products or services. An online marketplace must have licenses and certificates issued by the Department of Trade & Industry (DTI) and/or Securities & Exchange Commission (SEC) and/or any other competent authority.
- 15. Period of Insurance** means twelve (12) consecutive months from the date of the Policyholder's declaration of the BPI Credit Card's eligibility and as stated in the Policy Schedule.
- 16. Policyholder** means Bank of the Philippines Islands.
- 17. Policy Schedule** means the relevant policy schedule attached to this Group Policy issued by the Company to the Policyholder.
- 18. Third Party** means anyone other than the Insured, the Insured's Family, or the Insured's friends.
- 19. Unauthorized Transactions** means transactions which are carried on the Insured's BPI Credit Card that are not authorized by the Insured.

## A. Social Engineering

### Cover

In the event the Insured is a victim of a Social Engineering Incident during the Period of Insurance, 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.

For the purpose of this benefit, **Social Engineering Incident** means an incident where the Insured is duped into transferring funds from the Insured's BPI Credit Card to a Third Party upon receiving the request through an electronic means such as emails, instant messages, text messages, websites, or call, appearing to be coming from entities or people whom the Insured trusts and/or knows. Examples of Social Engineering Incident include, but are not limited to, phishing, malware phishing, spear phishing, smishing, vishing, and pharming.

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

1. 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.
2. The Insured must report the fraud to the police authorities within seven (7) Days of the discovery and obtain a police report or police reference number. If a police report or a police reference number is not provided by the authorities immediately, the Insured must submit any proof that they had reported the fraud to the police authorities.

There may be instances when the Policyholder reimburses the Insured for these transactions. However, if the Policyholder has confirmed in writing that these transactions are not reimbursable, the Company will reimburse the Insured for these transactions if the Insured has complied with the terms and conditions of this Group Policy. The Insured must submit the decision of the Policyholder to the Company when making a claim.

### Additional Exclusions under Social Engineering

The Company will not pay any compensation for:

1. any advance fee fraud where the Insured is promised a significant amount of money or employment in return for an up-front payment.

### Excess applicable to Social Engineering

An Excess may be deducted for each and every successful Claim. The Excess due is shown in the Policy Schedule if it applies.

## B. Account Take Over Fraud

### Cover

BPI Draft wordings – (For internal reference only)

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

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

For the purpose of this benefit, **Account Take Over Fraud** means a Third Party gaining unauthorized access to the Insured's BPI Credit Card and making unauthorized transactions. **Account Take Over Fraud** usually occurs via phishing, spyware, malware scams or other similar scams.

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

1. 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.
2. The Insured must report the fraud to the police authorities within seven (7) Days of the discovery and obtain a police report or a police reference number. If a police report or a police reference number is not provided by the authorities immediately, the Insured must submit any proof that they had reported the fraud to the police authorities.

There may be instances when the Policyholder reimburses the Insured for these transactions. However, if the Policyholder has confirmed in writing that these transactions are not reimbursable, the Company will reimburse the Insured for these transactions if the Insured has complied with the terms and conditions of this Group Policy. The Insured must submit the decision of the Policyholder to the Company when making a claim.

**Additional Exclusions under Account Take Over Fraud**

The Company will not pay any compensation for:

1. Unauthorized Transactions made on the Insured's BPI credit card more than two (2) weeks prior to the Insured's first reporting of the incident to the police or the Policyholder.
2. 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 BPI credit card;
3. Losses that result from, or are related to, business pursuits including the Insured's work or profession;
4. Unauthorized Transactions where the Insured has knowingly disclosed his/her PIN or password to his/her Family or friends.
5. Transactions where any form of biometric security is required
6. Cash advances.

**Excess applicable to Account Takeover Fraud**

An Excess may be deducted for each and every successful Claim. The Excess due is shown in the Policy Schedule if it applies.

**C. Online Shopping Fraud**

**Cover**

In the event the Insured has paid for an item(s)/service(s) purchased online from an online retailer or Online Marketplace during the Period of Insurance, and the transaction or online trading platform turns out to be fraudulent, the Company

will reimburse the Insured for the amount the Insured has paid for the item(s)/service(s), up to the maximum benefit amount as stated in the Policy Schedule. Payment must have been made using the Insured's BPI Credit Card.

For the avoidance of doubt, the Company will not indemnify the Insured for online transactions which are completed on genuine websites/trading platforms where:

1. the online retailer/seller becomes insolvent;
2. the online retailer/seller fails to deliver the item(s) or service(s); or
3. the item(s)/service(s) are delivered damaged or faulty.

In the above circumstances, the Insured should raise his/her issue with the online retailer/seller 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 notify the Policyholder within twenty-four (24) hours of the discovery of fraud to minimize further losses from this fraud.
2. The Insured must report it to the police authorities within seven (7) Days of the discovery of fraud and obtain a police report or a police reference number. If a police report or a police reference number is not provided by the authorities immediately, the Insured must submit any proof that they had reported the fraud to the police authorities.

There may be instances when the Policyholder reimburses the Insured for these transactions. However, if the Policyholder has confirmed in writing that these transactions are not reimbursable, The Company will reimburse the Insured for these transactions if the Insured has complied with the terms and conditions of this Group Policy. The Insured must submit the decision of the Policyholder to the Company when making a claim.

**Excess applicable to Online Shopping Fraud**

An Excess may be deducted for each and every successful Claim. The Excess due will be shown in the Policy Schedule if it applies.

## **D. Unauthorised Transactions**

### **Cover**

In the event the Insured is a victim of Unauthorised Transactions occurring on the Insured's BPI Credit Card due to an event listed below, the Company will pay up to the benefit amount stated in the Policy Schedule provided that the Insured has complied with all terms and conditions set out by the Policyholder:

1. When the Insured's BPI Credit Card is lost or stolen during the Period of Insurance. The Insured will be covered for the Unauthorised Transactions in the twenty-four (24) hours immediately prior to the Insured first reporting the event to the Policyholder.
2. When the Insured identifies or notices Unauthorised Transactions made on his/ her BPI Credit Card during the Period of Insurance where the BPI Credit Card is still in his/ her possession. The Insured will be covered for the Unauthorised Transactions in the two (2) months immediately prior to the Insured first reporting the incident to the Policyholder.

### **In the event the Insured is a victim of Unauthorised Transactions**

1. The Insured must notify the Policyholder within twenty-four (24) hours of the discovery of fraud to minimize further losses from this fraud.
2. The Insured must report it to the police authorities within seven (7) Days of the discovery of fraud and obtain a police report or a police reference number. If a police report or a police reference number is not provided by the authorities immediately, the Insured must submit any proof that they had reported the fraud to the police authorities.

There may be instances when the Policyholder reimburses the Insured for these transactions. However, if the Policyholder has confirmed in writing that these transactions are not reimbursable, The Company will reimburse the Insured for these transactions if the Insured has complied with the terms and conditions of this Group Policy. The Insured must submit the decision of the Policyholder to the Company when making a claim.

### **Additional Exclusions under Unauthorised Transactions**

The Company will not pay any compensation for:

1. Charges incurred by the Insured's Family, or by a person the Insured has authorised to use his/ her BPI Credit Card.
2. Transactions if any form of Biometric Security is required.
3. Transactions if the Insured has knowingly disclosed his/her PIN or password to their Family or friends.
4. Theft of the Insured's BPI Credit Card from a vehicle where the Insured's BPI Credit Card is on view regardless of if the vehicle is locked or unlocked.
5. Transactions if the BPI Credit Card has been delivered to a person other than the one to whom it was destined for.
6. Transactions if the Policyholder has failed to comply with its legal or regulatory obligations.
7. Transactions if fraudulent acts committed like the theft or misuse of any data or databases under the control of the Policyholder or the Policyholder's employees.
8. Transactions if there has been a failure in the software or hardware under the control of the Policyholder.

### **Excess applicable to Unauthorised Transactions**

An Excess may be deducted for each and every successful Claim. The Excess due will be shown in the Policy Schedule if it applies.

## **SECTION 5 – GENERAL EXCLUSIONS**

---

This Group Policy does not provide cover under any sections for any loss:

1. Arising from any incident prior to the start date of the Insured's Period of Insurance or after the cancellation of such cover.
2. 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. 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. Arising directly or indirectly from, or in connection with, the Insured's employment such as any corporate related transactions.;
5. Resulting from gambling, lottery, contest, promotional game, or other games of chance.
6. Resulting from illegal activity engaged in by the Insured and / or transactions relating to illegal items and services.
7. Arising from a potential Mass Cyber Attack.
8. Resulting from any consequential losses, such as but not limited to the cloning of the Insured's BPI Credit Card or Identity Theft.
9. Recoverable from any other sources but not limited to the Policyholder.

#### **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 us 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**

On the discovery of any event which could lead to a claim, the Insured must

1. Notify the Policyholder within twenty-four (24) hours of discovery of the incident.
2. Report it to the police authorities within seven (7) Days of the discovery of the incident and obtain a police report or a police reference number. If a police report or a police reference number is not provided by the authorities within immediately, the Insured must submit any proof that they had reported the fraud to the police authorities.
3. Notify the Company via email at [digitalclaims.ph@chubb.com](mailto:digitalclaims.ph@chubb.com) or via hotline +632 8849-6000 with the completed claim form and documents within thirty (30) Days of the discovery of the incident. The claim form and documents needed to file a claim can be downloaded from <https://www.bpi.com.ph/personal/cards/credit-cards/cyber-insurance-faqs>.

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.

### **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

BPI Draft wordings – (For internal reference only)

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

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 or during the period of coverage specified in the Confirmation of Cover.

Any Confirmation of Cover in effect when the Group Policy is cancelled, non-renewed or otherwise terminated shall continue to be in effect for the period of 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 anywhere in the world.

#### **Breach of Conditions**

If the Policyholder or the Insured is in breach of any of the [stated](#) 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, and after the initial pre-agreed quantity has been exhausted, 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 Group 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.

### **Due Diligence**

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

### **Cancellation**

This Group Policy shall not be cancelled by the Company except upon prior written notice thereto to the Policyholder, and no notice of cancellation shall be effective unless it is based on the occurrence, after the Effective Date of this Group Policy, of one or more of the following:

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 Insurance Code.

All notices of cancellation shall be in writing, mailed or delivered to the Policyholder at the address shown on the Policy Schedule and shall state (i) which of the grounds set forth in this provision is relied upon, and (ii) that, upon written request of the Insured, the Company will furnish the facts on which the cancellation is based.

If the Policyholder cancels this Group Policy, 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.

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

Any Confirmation of Cover in effect when the Group Policy was cancelled by the Policyholder shall continue to be in effect for the period of coverage specified therein.

**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.bpi.com.ph/personal/cards/credit-cards/cyber-insurance-faq>. 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.

---

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

BPI Draft wordings – (For internal reference only)  
© 2023 Chubb. Chubb® logo and Chubb. Insured.<sup>SM</sup> are protected trademarks of Chubb Limited.

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 a world leader in insurance. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs approximately 40,000 people worldwide.

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

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

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