

## **BPI MS EXPRESS PROTECT TERMS OF USE**

This BPI MS Express Protect Terms of Use Agreement (the "Agreement") sets forth the specific terms and conditions which shall govern my use of the BPI MS Express Protect (the "Portal"), as an online insurance distribution channel of BPI/MS Insurance Corporation (the "Insurer"). By using the Portal, I agree as follows:

### **1. DEFINITIONS**

- 1.1. Unless the context otherwise requires, the following terms when used in this Agreement shall have the meaning indicated below:

"Customer KYC" means the establishment of the Insured's identity thru submission of official Know-Your-Customer documents, such as but not limited to, valid government issued ID, source of income, valid contact information, etc. and may require further face-to-face interaction, if deemed necessary by the Insurer, as compliance to existing and applicable Philippine laws and regulations.

"Intellectual Property Rights" means any (i) names, logos, registered and unregistered trademarks, and service marks, (ii) patents and patent applications, (iii) business methods, inventions, and discoveries that may be patentable, (iv) software and computer code, and (v) copyrights in both published works and unpublished works. Intellectual Property Rights shall include all Intellectual Property Rights registered under the Insurer's name, duly licensed to the Insurer by an affiliate or subsidiary of the Insurer or by a third party.

"E-Policy" means the electronic copy of the Insured's policy that contains policy details such as, but not limited to, conditions, coverage and benefits, coverage limits, exclusions, date of effectivity, etc.

- 1.2. Headings used in this Agreement and the Annexes are for convenience and reference only and shall not affect the meaning or interpretation of this Agreement. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and words denoting persons shall include individuals, corporations, partnerships, joint ventures, trusts, unincorporated organizations and any political subdivision, agency or instrumentality. Any reference to a law or statute shall be construed as a reference to such law or statute as the same may have been, or may from time to time be, amended, substituted or re-enacted.

## **2. PORTAL DESCRIPTION**

- 2.1. The BPI MS Express Protect is an online insurance distribution platform of BPI/MS Insurance Corporation, a corporation duly organized and existing under the laws of the Philippines, with offices located at 11th, 14th, 16th and 18th floors, 6811 BPI-Philam Life Makati, Ayala Avenue, Salcedo Village Bel Air, 1209, Makati City Philippines, made mainly for clients, sales channels and partners of the Insurer.
- 2.2. Insurance products and services offered in the Portal are underwritten by BPI/MS Insurance Corporation. These insurance products may range from Personal Accident, Motor, Fire, and other insurance products allowed by the Insurance Commission and that these offers may change without prior notice from BPI MS.
- 2.3. Application to avail of such insurance products mentioned in Section 2.2. of this Agreement, will require submitting my personal information thru the Portal and applicable Customer KYC documents and information.
- 2.4. Online payment options made available in the Portal are the prerogative of BPI MS. Should I request for other payment options, I understand that it will be subject for approval and BPI MS has all the right to accept or deny such request.

## **3. OTHER AGREEMENTS**

- 3.1. All terms and conditions of my existing insurance agreement(s) with the Insurer insofar as not inconsistent herewith shall remain in full force and effect.
- 3.2. I agree that where particular transactions, products and services purchased thru the Portal are subject to specific terms and conditions agreed upon between me and the Insurer, insofar as not inconsistent herewith, or that are applicable thereto from time to time, such terms and conditions shall take precedence.
- 3.3. This Agreement shall be governed by all applicable rules and regulations of the Insurance Commission of the Philippines.
- 3.4. I agree that the Insurer may in the future impose charges for the services contemplated under this Agreement within legal and regulatory limits and I hereby authorize the Insurer to impose the said charges accordingly.
- 3.5. My coverage based on insurance products purchased thru the Portal shall be effective based on the stated effectivity date and time found in the E-policy.
- 3.6. The actual policy for insurance products or packages availed thru the Portal will be provided to me by the Insurer in form of an electronic copy, also known as

E-Policy, and will be sent to me via my registered e-mail address. I understand that if I want a printed copy of such policy, I will have to request this from BPI MS thru their customer hotline (02) 8840-9000, email at insure@bpims.com or by visiting the Insurer's Head Office in Makati City.

- 3.7. I understand that the Insurer reserves the right to terminate my coverage and my policy or reject my claim request if I am found to have provided inaccurate, false or fraudulent information when filling out the required fields in the Portal.
- 3.8. The Insurer may modify, amend or revise this Agreement or any of the terms and conditions applicable to any of the services provided through the Portal from time to time without prior notice by the Insurer.
- 3.9. The Insurer may send any notice or communication to me via mail, electronic mail, facsimile transmission, short messaging service (SMS) other direct-to-customer Insurer channels or by such other electronic transmission which the Insurer, at its option, considers appropriate and effective.
- 3.10. I further agree to be bound, where applicable, by the Terms and Conditions of the Insurer governing PRODUCTS, SERVICES, FACILITIES, AND CHANNELS.
- 3.11. All Intellectual Property Rights arising from or in connection with the Portal are owned by the Insurer or the relevant third party. I agree not to do any act or thing inconsistent with the Insurer's or such third party's ownership of the Intellectual Property Rights. In the event of any infringement or suspected infringement of the Insurer's or such third party's Intellectual Property Rights, I agree to notify the Insurer thereof and shall take such reasonable action as the Insurer shall direct in relation to such infringement.

#### **4. DISCLAIMER OF WARRANTIES**

To the full extent allowed by applicable laws, all warranties, whether express or implied by law or statute, are excluded from this Agreement. The Insurer does not represent or warrant to me that the Portal: (i) will meet all my requirements; and (ii) will be uninterrupted, timely, secure or free from error.

#### **5. LIMITATION OF LIABILITY**

I hold the Insurer and its affiliates, including any of their respective officers and representatives, free and harmless, as well as indemnify them, from any and all liabilities, claims, damages, suits of whatever nature, arising out of or in connection with the implementation of this Agreement, including any and all errors inadvertently

committed, any computer-related errors resulting to the Insurer's failure to effect any payment transaction or to provide accurate personal information. The Insurer will not be liable for any losses resulting from circumstances over which the Insurer has no direct control, including, but not limited to, the failure of electronic or mechanical equipment or communication lines or other interconnection problems, system downtime, severe weather, earthquakes, floods, fire or other such other similar events.

## **6. OTHER INTERNET-BASED SERVICES OF THE BPI GROUP OF COMPANIES**

I understand that the Portal has or shall have other internet-based services of other members of the BPI Group of Companies which I may desire to avail.

## **7. PERSONAL INFORMATION**

To allow the Insurer in facilitating my application of BPI MS products and services in the Platform, I will provide my name, address, date of birth, and contact details -- phone and email, social security number, employment and income information, identification cards and credit card / online banking or e-wallet information in the payment gateway. I confirm that I am giving this information voluntarily and I may opt to give this in full or in part. However, I understand that in case the necessary information is not provided, the Portal may prevent or restrict me from engaging in certain activities or pages in the Portal.

I understand that the Insurer may also collect personal information about me from other sources, including but not limited to another insurer, an insurance investigator, claims manager or a medical provider, in the course of processing my application for insurance coverage or assessing a claim under my policy.

## **8. CONSENT TO PROCESSING OF INFORMATION**

The Insurer will keep information relating or pertaining to me including, but not limited to, any information on my accounts, transactions, credit relationships, and/or credit facilities (the "Information") confidential except that for purposes of this Agreement and in connection with Insurer's and the BPI Group of Companies' (i) implementation, administration, facilitation and enhancements of their respective products, services, facilities and channels, (ii) pursuit of their respective marketing, promotional, communication, commercial and research objectives, (iii) regular conduct of business, and/or (iii) compliance with the requirements of applicable laws and/or government regulators or supervisory bodies, I consent to the Insurer's, and its directors, officers, employees, advisers, auditors, agents and representatives' (collectively, the "Insurer Representatives") and the BPI Group of Companies':

- a) collection, use, storage, consolidation and processing (collectively, "process" or "processing") of Information;
- b) outsourcing of the processing of Information to service providers, whether within or outside the Philippines;
- c) verification or validation of Information from any and all sources and in any reasonable manner, including but not limited to:
  - i. the Bureau of Internal Revenue (BIR) to establish the authenticity of my income tax return ("ITR") and the accompanying financial statements which I may have submitted to the Insurer or any member of the BPI Group of Companies; and
  - ii. courts or government or administrative agencies or arbitral tribunals on the status of any case or proceeding to which I am a party.
- d) disclosure and sharing of Information:
  - i. disclosure and sharing of Information;
  - ii. to credit information or investigation companies, credit bureaus (including, but not limited to, the Credit Information Corporation (CIC) pursuant to Republic Act No. 9510 and its implementing rules and regulations), financial institutions, consumer reporting or reference agencies, credit protection provider or guarantee institutions, brokers, insurers, underwriters;
  - iii. to any judicial, governmental, supervisory, regulatory or equivalent body of the Philippines or other jurisdictions; such person or entity as required by the laws or regulations of any country with jurisdiction over the affairs or business of the Insurer or any member of the BPI Group of Companies; or any member of the BPI Group of Companies are listed pursuant to its rules;
  - iv. to any potential transferee or assignee of the Insurer's rights and/or obligations under the relevant contracts or agreements;
  - v. to service providers engaged by the Insurer or by any member of the BPI Group of Companies, or to marketing, promotional, network, loyalty program and joint venture partners and other relevant external parties, whether based within or outside the Philippines (collectively, the "Relevant Parties"); and
  - vi. to such other persons or entities that the Insurer or any member of the BPI Group of Companies, may deem necessary or appropriate to facilitate the above-stated purposes or those that may relate to or arise therefrom, as and when required by the circumstances.

The foregoing constitutes my express consent under the applicable confidentiality and data privacy laws of the Philippines and other jurisdiction and agree to hold the Insurer, the Insurer Representatives, each member of the BPI Group of Companies and the Relevant Parties, free and harmless from any and all liabilities, claims, damages and suits of whatever kind and nature, that may arise in connection with

the implementation and compliance with the authorization conferred by me hereunder.

The foregoing consent shall continue for the duration of, and shall survive the termination of, this Agreement.

## **9. DISCLOSURE OF INFORMATION**

I understand and agree that the Insurer may disclose my personal information to its group of companies, other insurers, parties involved in supporting the claims process like assessors, loss adjusters, repairers and suppliers, investigators and recovery agents that assist the Insurer provide its products and services. The Insurer may also disclose such information to law enforcement, credit enforcement groups and legal advisors assisting the Insurer in providing its services to me.

The Insurer's service providers that assist the Insurer in web-hosting, maintaining its website, providing communication services and help in problem solving may also have access to my personal information for the sole purpose of providing those services. Other external companies may gather non-personal information to evaluate the effectiveness of the Insurer's online marketing activities.

The Insurer will enforce security and confidentiality requirements on how these parties handle my personal information and limit the use of such information to the specific purposes for which they were disclosed. The Insurer will never sell, convey or share my information to anyone for the purpose of selling their products or services to me.

The Insurer may disclose my information where there is a legal or regulatory requirement to do so.

In case I have concerns, questions, clarifications regarding my preference in the collection, use and disclosure of my personal information, requests, review, correction or removal of my information, I may send an email to [bpimshelpline@bpi.com.ph](mailto:bpimshelpline@bpi.com.ph).

I understand that the Portal may use "cookies", which enables the Insurer to gather information about site usage and such other information so that I may efficiently use and navigate the site. I have the option to delete or refuse to accept cookies. My refusal to accept the cookies will mean that my access and use of certain site features may be restricted.

## **10. ONLINE PAYMENTS**

I understand that making a payment in the Portal using my credit/debit card, online banking account or e-wallet, the information in my credit/debit card number, my online banking or my e-wallet account is passed in a secure manner between the Portal and third party payment facility providers, such as the issuer my credit card, my bank or the digital wallet company.

I understand that the Portal uses an industry-recognized payment service provider to process any insurance payments that I will make using this Portal. The service provider has been required by the Insurer to protect my personal information on the Insurer's behalf.

The Insurer assures that the payment gateway provider, Paynamics Technologies Incorporated, is compliant with the Payment Card Industry Data Security Standard (PCIDSS) and if I want to know more about Paynamics, I may visit their website at <https://www.paynamics.com>.

I understand that the online banking partner of the Insurer is Bank of the Philippine Islands, a Bangko Sentral regulated institution and if I want to know more about BPI I may check their website at <https://www.bpi.com.ph> or visit any of their physical branches nationwide.

## **11. DATA PRIVACY STATEMENT**

In the course of providing the services contemplated under these Terms and Conditions, BPI MS will be collecting information (including personal information) relating to me. BPI MS' Data Privacy Statement explains how BPI MS collects, protects, uses, shares and stores the personal information of its clients and is deemed incorporated herein by reference. To learn more about BPI MS' Data Privacy Statement, I may visit [BPI MS' website](#).

I understand that my continued access into BPI MS' network of websites or use of this service will constitute my acceptance of the BPI MS Data Privacy Statement as the same may be revised or updated from time to time.

## **12. INTERNET POLICY**

The Insurer shall employ strict security standards to protect my information and ensure that transactions are safe. In relation to keeping its internet security standards the Insurer will:

- i. will monitor the security standards of the third parties to ensure that they comply with the Insurer's guidelines on security;
- ii. enforce and comply with its Privacy Policies;
- iii. comply with the guidelines set by Insurance Commission for e-commerce transactions;
- iv. by providing the following items:
  - Profile of the company
  - Appropriate contact information for inquiries, request and feedback
  - Clear, accurate and sufficient information to enable the customers to make informed decisions
  - Detailed product description, coverages, benefits, terms, conditions, warranties, clauses, exclusions and limitations. These can be saved and printed.
  - Breakdown of the insurance premiums
  - Payment terms and methods
  - Cancellation policies
  - List of requirements when filing a claim
  - Policy form which the client may read
  - Summary of the information provided before the payment of the premium
  - Reminder for the customer to retain or store the electronic document or insurance policy
- v. abide by its commitment on service delivery and on confidentiality of my information which are stated in the Customer Charter;
- vi. sell online only the products that have been approved by the Insurance Commission;
- vii. conform to perform preventive maintenance program to test the functions and make such adjustment as shall be necessary to keep the site in good working order;
- viii. ensure to provide support to any of my complaints regarding the system, application and services.

### **13. CONSENT TO PROCESSING OF PERSONAL DATA & MARKETING COMMUNICATIONS**

I agree and give my consent to have my personal data processed by BPI/MS Insurance Corporation, its subsidiaries and affiliates, third party vendors and service providers, for marketing research and product development, as well as receive



marketing communications and offers from BPI/MS Insurance Corporation, its subsidiaries and affiliates, third party vendors and service providers.

I understand that this consent is valid until withdrawn by me at any time by contacting BPI/MS Insurance Corporation at (02) 8840-9000.

#### **14. DECLARATION**

I hereby declare that: (i) all the statements, information and supporting documents provided by me are true, correct and accurate; (ii) where the information or data provided was collected by me from third party sources, the relevant consent has been secured by me from the relevant parties to whom such information relates; (iii) any material misrepresentations or falsity or omission on my part will be construed as an act to defraud the Insurer and may be a ground for the termination of this Agreement, without prejudice to such civil and/or criminal liability that the Insurer may pursue against me; (iv) the Insurer may impose such terms, conditions and requirements as it may deem necessary or proper relative to my availment of any of the product offers in the Portal; (v) I shall notify the Insurer of any material change affecting the information provided by me; and I shall comply with all applicable laws, rules and regulations.

#### **15. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the proper courts of Makati City, Philippines, to the exclusion of all other venues.

I hereby agree to be governed by the terms and conditions of this BPI MS Express Protect Terms of Use. I hereby also acknowledge to have read and fully understood the said terms and conditions.