Easy Gadget Protection Insurance Policy



BASIS OF CONTRACT

This Policy is issued in consideration of the payment of Premium as specified in the Policy Schedule and pursuant to the answers given in The Insured's application form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of The Insured's Application Form (or when Insured applies for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and FWD General Insurance Company Limited (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to The Insured's answers or in any disclosures made by The Insured, it may result in avoidance of The Insured's contract of insurance, refusal or reduction of The Insured's Claim(s), change of terms or termination of The Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

Now this Policy witnesses that subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon the Company hereby agrees that if at any time during the Period of Insurance stated in the Schedule hereto or during any further period for which the Company may accept payment for the renewal of this Policy the Gadget(s) (except the excluded gadget(s) described in the Schedule or any part thereof) be lost, damaged or destroyed by any cause not hereinafter excepted whilst such Gadget(s) is anywhere within the territories then the Company will indemnify the Insured against such direct physical loss or damage to the Gadget(s) insured up to the extent as specified in the Schedule.

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COVERAGE

Subject to the definitions, exclusions, limits and conditions hereinafter contained, this Policy insures the property described in the Schedule against direct physical loss or physical damage suffered by the Insured during the Period of Insurance specified in the Schedule and arising from the following perils:

- Robbery and Burglary
- Accidental Damage
- Fire, Lightning
- Explosion
- Aircraft Damage
- Impact Damage
- Bursting or overflowing of domestic water tanks, apparatus or pipes
- Earthquake, Hurricane, Cyclone, Typhoon, Windstorm and Flood
- Riot Strike and Malicious Damage
- Breakdown which occurs outside of the manufactures guarantee period
- Liquid Damage

Conditions Precedent to Coverage:

- a. All Gadgets must be in good condition and full working order prior to taking out this policy. If there is evidence that the damage, Theft or loss occurred prior to the policy commencement date of the Period of Insurance, the claim will be refused and no Premium refund will be due.
- b. All Gadgets must have been purchased in Hong Kong to qualify.
- c. All Gadgets must be within the first thirty six (36) months from the date of purchase to qualify. Insured must show Proof of purchase or Warranty card not older than thirty six (36) months at the time of making a claim. Failure to provide such proof the liability of the Company will result in a limit to HK\$100 per each Gadget.
- d. Gadgets up to twelve (12) months old are covered on a replacement basis i.e. without depreciation.
- e. Gadgets above twelve (12) months old are subject to depreciation and the basis of indemnity shall be the cost of replacement less depreciation as per scale given below:

Age of Gadget	Percentage of Depreciation (based on purchase price)
12 months above to 15 months	20%
16 months to 18 months	30%
19 months to 21 months	40%
22 months to 25 months	50%
26 months to 29 months	60%
30 months to maximum 36 month	s 70%

f. Limits of Claims:

Aggregate limit up to HK\$ 5,000.00 within the Period of Insurance. Each Gadget is limited to HK\$ 2,000.00 and up to three Gadget(s) within the Period of Insurance.

g. Policy Excess:

Policy Excess of 10% applies to each and every claim after the deducting allowance for depreciation and the individual limit for each Gadget.

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EXCLUSIONS

Excluded Gadget(s)

- 1. Kitchen appliances (e.g. Kitchen stove, Cooker, Oven, Cooking plate, Microwave oven, Rice cooker, Kettle, Mixers, Food processor, Juicer, Blender, Water purifier, Coffee maker, Cookware, Hood, Toaster, Kitchen scale);
- 2. White goods (e.g. Freezer, Refrigerator, Water cooler, Washing and drying equipment, Washing machine, Clothes dryer, Drying cabinet, Dishwasher, Heating and cooling, Air conditioner, Bath room ventilators, Wine cellars, Air purifier, Dehumidifiers, Humidifiers, Lightings, Digital lock, Fan, Iron, Vacuum cleaner);
- 3. Personal Care and Beauty products (e.g. Shavers, Hair care, Oral care, Beauty gadgets, Eye care, Hair removal, Health care, Body care & Massager, Skin Care, Body scale);
- 4. Computer and Tablet (e.g. Desktop computer, Laptop computers, Tablet);
- 5. All models of TV and Monitor;
- 6. All models of Mobile phone;
- 7. Drone;
- 8. Power bank;
- 9. Hi-Fi;
- 10. Sound bars;
- 11. Disc player;
- 12. Printer.

The Company shall not be liable to pay any claim if the loss and/or damage is arising directly or indirectly from any of the following events:

- 1. An act in contravention of a government prohibition or law.
- 2. loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - (b) any act of terrorism

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon The Insured.

- 3. loss, damage, cost or expense directly or indirectly arising out of:
 - (a) biological or chemical contamination;
 - (b) missiles, bombs, grenades, explosive; due to any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for

political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a)"contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon The Insured.

- 4. Delay, confiscation, detention, destruction or requisition by Customs or Police or by the order of any Government or Public Body or Authority, whether as contraband, stolen goods or otherwise, or in consequence of illegal act or activity or otherwise.
- 5. Corrosion rust extremes or changes in temperature, dampness, dryness, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, pollution, contamination, change in colour, flavour, texture or finish, action of light, vermin, insects, marring or scratching.
- 6. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (1) Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - (2) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (3) Any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 7. Fraud or criminal activity on the part of the Insured and/or Insured immediate family.
- 8. The first 10% of each and every claim after the deducting allowance for depreciation and the individual limit for each Gadget.
- 9. Theft unless the Theft accompanied by violence or threat of violence to persons or forcible and violent entry to or exit from any building or premises (including Home or workplace).
- 10. Loss or damage as a result of power surge.
- 11. Any consequential loss or legal liability of whatsoever nature arising from ownership or use of the Gadget(s), including any illness or injury resulting from it.
- 12. Loss or damage to record films or tapes other than by fire or Theft (and then only for the value as unused material).
- 13. (a) Loss or damage caused by any latent or mechanical defect, mechanical derangement, mechanical or electrical failures, breakage, depreciation, atmospheric conditions or any other gradually operating cause;
 - (b) Loss or damage caused by wear and tear or gradual deterioration of performance;
 - (c) Loss or damage caused by overloading or strain;
 - (d) Loss or damage arising from rust, mildew, moth, vermin or in connection with any process of cleaning, dyeing, repairing, restoring, renovating or dismantling.
- 14. Damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the followings are excluded from this policy:

- (A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.
- (B) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

15. Sanction Exclusion

Notwithstanding anything to the contrary in this Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to The Insured, to the extent that it would be in breach of such law or regulation

- 16. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the inception date of the policy or the first 14 days of any amendment to the policy where the Gadget has not been insured within 14 days of purchase.
- 17. Loss of or damage to accessories that were not attached to the Gadget at the time of the incident.
- 18. Reconnect costs of or subscription fees of any kind
- 19. Loss of or damage to SIM (Subscriber identity module) card.
- 20. Gadgets which have previously had repairs carried out by non-manufacturer approved repairers
- 21. Any damage if the Serial number has been deliberately tampered with in any way
- 22. Loss of or damage caused by routine servicing, inspection, maintenance or cleaning and or the use of non-manufacturer approved accessories.
- 23. Where the Gadget is in the possession of a third party (other than a Member of the Insured immediate family) at the time of the incident giving rise to a claim under this insurance.
- 24. Where the Gadget has been left Unattended when it is away from the Insured premises
- 25. The Insured Gadgets are not covered for Theft:
 - a) from any building or premises including the insured Home or workplace unless the Theft involves force in gaining entry to or exit from the building or premises, resulting damage to the building or premises;
 - b) from any motor vehicle where the Insured or someone acting on behalf of the Insured is not in the vehicle, unless the Gadget has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated;
 - when away from Home unless the Gadget is concealed on or about the Insured person when not in use, or it is stored in a locked room or secured receptacle (such as a locked safe, locked locker or closed desk drawer);
 - d) where all available Precautions have not been taken to protect the Gadget from Theft.

GENERAL CONDITIONS

Each of the conditions herein will be viewed separately and independently from the others. The invalidity of any part of a condition will not affect the validity of any other part.

1. Entire Contract-Changes In Policy

No statement made by the applicant for insurance not included herein shall avoid the Policy or be used in any legal proceedings hereunder. No party shall have the authority to change this Policy or to waive any of its provisions save and except for an officer clothed with expressed authority by the Company to do so and such approval be endorsed hereon.

2. Alterations To Policy Terms And Conditions

The Company reserves the right to reduce Limit or increase Premium or modify coverage or decline renewal by giving prior written notice to the Insured at their last known email address.

Period of Insurance

A period of twelve months as stated in the Policy Schedule.

4. Premium Payment

The Insured undertakes that Premium will be paid in full to the Company within the payment period stated in the Schedule

If the Premium due under this Policy has not been so paid to the Company within the payment period stated in the Schedule the Company shall have the right to cancel this Policy by notifying the Insured in writing. It is agreed that the Company shall give not less than thirty (30) days prior notice of cancellation to The Insured. If Premium due is paid in full to the Company before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

In the event of cancellation, Premium is due to the Company on a pro rata basis for the period that the Company is on risk but subject to a minimum of 50% of the Premium for the administrative fee but the full Policy Premium shall be payable to the Company in the event of any loss prior to the date of termination which gives rise to a valid claim under this Policy.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause, which will remain in full force and effect.

5. Currency of Payment

All amounts payable either to or by the Company shall be payable in Hong Kong Dollar.

6. Notice of Renewal

This policy will be renewed (if applicable) yearly on the same term or with any changes as specified in the renewal notice upon payment of the premium as specified in the renewal notice (in any event, any renewal of this policy will be subject to the sole discretion of the Company). Where renewal is applicable, a renewal notice will be issued before the expiry of this insurance policy. The renewal notice will specify the amount of the premium for the renewal term and such premium will be charged to the Insured's designated credit card account. If the Insured does not want to renew this policy or any details of the designated credit card account has been changed, it should be disclosed to the Company in writing at least 14 days before the expiry of the current period of this insurance policy.

7. Notice Of Claim

In event of any loss due to Theft or Accidental Damage:-

- a) Insured to call the hotline of either the Company or authorized distributor to register a Claim.; or
- b) Insured to notify the Company by writing.

within forty eight (48) hours of discovery of the incident.

The Insured shall provide all necessary information and assistance to enable the Company to settle any of the Claims. Failure to comply with this condition may prejudice the Claims. Filing a false or fraudulent Claim will invalidate the Claim and result in the Company rejecting the Claim.

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8. Limitation Of Claims

No benefit shall be payable for any Claim filed to the Company beyond a period of one (1) year from the Date of incident.

9. Proof Of Claim

All Gadgets must be within the first thirty six (36) months from the date of purchase to qualify. Insured must show Proof of purchase or Warranty card not older than thirty six (36) months at the time of making a claim. Failure to provide such proof the liability of the Company will result in a limit to HK\$100 per each Gadget.

In the event of loss of Gadget(s), the Insured shall forward the police reports to the Company. In the event of a Damaged Gadget(s), the Insured shall forward the Damaged Gadget(s) to the Company at their own expenses.

The Insured shall forward the relevant claims supporting documents to the Company as required within sixty (60) days from the date of notification to the Company.

The Company shall pay a claim only if the Damaged Gadget has been surrendered to it.

10. Salvage

The Company shall be entitled:

- a) on the happening of loss to the Gadget(s) covered, to take and keep possession of the Gadget(s) damaged/recovered and to deal with the salvage in a reasonable manner; and
- b) to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy. Insured and/ or a Member of the Insured immediate family must provide all necessary information, documents and reasonable assistance as the Company may require.

11. Receipts

The Company shall not be committed by any notice of any trust, charge, lien, assignment or other dealing with the Policy and the receipt of the Insured for any compensation payable herein shall in all cases be effectual discharge of liability of the Company.

12. To Whom Indemnities Are Payable

All indemnities under this Policy will be paid to the Insured on the cover for which reimbursement is being made and will always be subject to the Limit(s) specified in this Policy.

13. Legal Proceedings

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been filed in accordance with the requirements of this Policy nor shall such action be brought at all unless brought within one (1) year from the expiration of the time within which the written proof of loss is required by the Policy.

14. Misrepresentation In Application

The benefits shall not be payable and the Policy shall be considered voidable at the option of the Company:

- in the event that there has been a failure to disclose or there has been any misrepresentation of any fact with respect to any Insured that is material to the insurance provided hereunder which is required to be furnished as evidence of insurability; and/or
- b) in all cases of fraud

15. Termination Of Coverage

This cover shall terminate automatically upon the earliest occurrence of the following events:

- a) Sixty (60) days after the commencement of the Policy Period due to non-payment of Premium;
- b) the Policy is cancelled by the Insured or the Company in accordance with the provisions, hereunder on the dates specified therein.

16. Compliance With Policy Provisions

Failure to comply with any of the provisions contained in this Policy shall invalidate all Claims hereunder.

17. Conformity With Law

Any provision of this Policy which on its effective date is in conflict with Hong Kong laws or issued for delivery is hereby amended to conform to the minimum requirement of such laws.

18. Notices

All notices in writing are required to be given by the Insured to the Company addressed to the Company and no alteration in the terms of the Policy or any endorsement thereon will be held valid unless the same is signed or initialed by an authorized representative of the Company.

19. Duty Of the Insured

The Insured is required to ensure that the payment of all monies is in order and provide accurate and complete information to the Company.

20. Duty Of the Member(s) of the Insured immediate family

Member (s) of the Insured immediate family shall take all reasonable Precautions for the safety and protection of the covered Gadget(s) at all times.

21. Duty Of Disclosure

Where the Insured have applied for this insurance wholly for purpose related to Insured's trade, business or profession, Insured has a duty to disclose any matter than Insured know to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of Insured's contract of insurance, refusal or reduction of Insured's Claim(s), change of terms or termination of Insured's contract of insurance.

The Insured also has a duty to tell the Company immediately if at any time after The Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Application Form (or when the Insured applied for this insurance) is inaccurate or has changed.

22. Changes and Alterations To Gadget(s)

The Insured must notify the Company if there are any Material Changes to the Gadget(s) shown on the Policy. The benefits and entitlements under the Policy will end immediately if any of the following conditions apply:-

- (a) The Insured sells or transfers ownership of his/her Gadget(s) in any way;
- (b) The Gadget(s) is modified or altered in any way, or the electronic identity of the Gadget(s) is altered; or
- (c) The Insured changes his/her Gadget(s) for any reason other than under a manufacturer's warranty exchange scheme or a Claim under this Policy.

23. Settlement Options

The Company shall be at liberty to elect whether to replace or reimburse the Gadget(s); Damaged or stolen as the case may be and may join with any other insurance companies in doing so, in cases where the Gadget(s) is also covered elsewhere

In cases where the Company replaces or reimburses the Gadget(s), there will be an Excess. In cases where the Company replaces the Gadget(s), like for like units with new or re-manufactured units may be used but may:

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- (a) be a different model:
- (b) be made by a different manufacturer;
- (c) not include the identical features and functions as the Damaged or stolen Gadget(s).

24. Other Insurance

This Policy does not cover any Accidental Damage under a more specific Policy or any other similar Gadget Insurance subscribed to by The Insured.

25. Law and Jurisdiction

In accordance with the Law and Jurisdiction of Hong Kong.

26. Contracts (Right of Third Parties) Ordinance

The Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) does not apply to this Policy, and only parties who may enforce the terms of this Policy are the Company and the Insured (or their authorized representatives).

27. This Insurance only covers Gadgets bought in Hong Kong. Cover is extended to include the Gadgets used by the Insured and/or Member(s) of the Insured immediate family during the trip outside Hong Kong up to a maximum of 60 days per trip.

DEFINITIONS

Claim(s)

Shall mean a claim for any of the entitlements and benefits under this Policy. The Company will be at liberty to decide whether to settle Claims by replacing or reimbursing the Gadget(s) to the Insured subject to the provisions contained in this Policy

Accidental Damage

Shall mean any physical damage, including damage caused by fire and/or Liquid Damage, caused to the Gadget which was not deliberately caused by The Insured.

Breakdown

Shall mean the breaking or burning out of any part of the Gadget whilst in ordinary use arising from internal electronic, electrical or mechanical defects in the Gadget and which causes a sudden stoppage to the ability to use in the way intended by the manufacturer of the Gadget.

Liquid Damage

Shall mean the Gadget is damaged as a result of accidentally coming into contact with any liquid the Company will replace it with one of a similar age, make and model, if it cannot be replaced the Company will provide a cash settlement after deducting policy Excess and allowance for depreciation for each Gadget

Serial number

Is a unique code used to identify a Gadget.

Insured

The person who is over 18 years old, who owns/use the Gadget(s) as stated in the Policy Schedule.

Member(s) of the Insured immediate family

Your mother, father, son, daughter, spouse or domestic partner who resides with you at your Home.

Home

The Insured permanent residence shown on the Policy Schedule.

Company

FWD General Insurance Company Limited

Limit(s)

Shall mean the maximum amount payable under this Policy per Claim during the Period of Insurance for the following:

- (a) In cases of replacement of the Gadget(s);
- (b) the Reimbursement cost of the Gadget(s)

Material Changes

Shall mean any change which affects the functionality of the covered Gadget(s), either enhancing its capabilities or negatively affecting its capabilities from the manufacturer's specifications.

Gadget(s)

Shall mean electronic gadget(s) bought in Hong Kong belonging to the Insured or any Member(s) of the Insured's immediate family strictly for personal use or home use. The Gadget(s) that meet the criteria, are insured by this policy other than the 'Gadget Excluded list' as specified in the schedule of this policy.

Period of Insurance

A period of twelve months as stated in the Policy Schedule.

Premium(s)

The sum of money that the Insured agrees to pay to the Company under this Policy in return for the entitlements and benefits set out in it.

Replacement Price

The market value of one (1) unit of Gadget of the same make and model as that of the Gadget(s) or any other Gadget(s) with similar technical and functional capabilities should there be no available stock of the former as at the date of replacement provided that the replaced Gadget(s) will not exceed the value of the original Gadget(s) subject to the rate of depreciation and Excess where applicable.

Territorial Limits

Hong Kong.

Waiting Period

Any incidents that happen within the first fourteen (14) days of the Period of Insurance resulting in a claim under this Protection are not covered.

Unattended

When away from the Insured Home; not within the Insured sight at all times or out of the Insured arms-length reach

Proof of purchase/Warranty card

A document to evidence that the Gadget for which the Insured is claiming belongs to his/her.

Precautions

All measures that would be deemed appropriate to expect a person to take in circumstances to prevent loss or damage of the insured Gadgets.

Theft

Shall mean the unauthorized dishonest appropriation of the Insured Gadget other than the 'Gadget excluded list' being specified in the schedule of this policy, by another person with the intention of permanently depriving the Insured of it.

Malicious Damage

Any damage caused to the insured Gadget which was deliberately caused by any other person

Easy Gadget Protection 保單



合約基準

本保單之簽發是根據受保人支付保單承保表約定的保費和受保人於申請表(或當受保人申請此保險時)填寫的答案,以及受保人自提交受保人申請表(或當受保人申請此保險時)至簽訂本合約期間提供的其他披露資料。 受保人提供的答案及任何其他披露資料,須構成受保人與富衛保險有限公司(以下簡稱「本公司」)簽訂的本 保險合約的一部分。若簽訂合約前受保人提供的答案或任何披露資料存在虛假陳述,或會導致受保人保險合約 無效,受保人的索償遭拒或減少,以及受保人的保險合約條款出現變更或終止合約。

本保單反映了受保人與本公司協定的保險合約細則及條款。

簽發本保單即表示在此處所載或認可或以其他方式表述的條款及細則的規限下,本公司謹此同意,若於本保單承保表規定的投保期的任何時間內,或在本公司可能接受本保單續期付款的任何其他期間內,閣下的電子產品(承保表或其任何部分所述的不保電子產品除外)並非因下文所述之不保事項而引至在受保區域內遺失、損壞或毀壞,則本公司將就受保電子產品的直接物質上的損失或損壞向受保人作出賠償,惟不超過承保表規定的最大範圍。

承保範圍

在下文所述釋義、不保事項、限制及條款的規限下,於承保表規定的投保期內,本保單將就受保人在承保表指 定的財產因下列事故而導致直接物質上的損失或損壞提供賠償保障:

- 搶劫及爆竊
- 意外損壞
- 火災、電撃
- 爆炸
- 飛機損壞
- 碰撞損壞
- 家居水箱、設備或喉管爆裂或溢出
- 地震、颶風、旋風、颱風、風暴及水浸
- 暴動、罷工及惡意損毀
- 超出製造商保修期的故障
- 液體損壞

承保的先決條件:

- a. 所有電子產品在投保前須處於良好狀態並能完全正常運作。若有證據顯示受保電子產品在保單生效前 已遭損壞、失竊或遺失,則本公司將會拒絕賠償且不會退還任何保費。
- b. 所有電子產品須在香港購買才符合資格。
- c. 所有電子產品須在購買日起的首三十六(36)個月內投保。 受保人提出索償時須出示簽發時間不超過三十六(36)個月的購買憑證或保修卡。若無法提供該等憑證,本公司的責任最高為每件電子產品100港元的賠償。
- d. 購買時間不超過十二(12)個月的電子產品按重置原則(即不計算折舊)承保。
- e. 購買時間超過十二(12)個月的電子產品須計算折舊,賠償的基礎為重置成本減去折舊,折舊比例如下:

電子產品的購買時間	折舊比例(按照購買價)
12 個月以上至 15 個月	20%
16 至 18 個月	30%
19 至 21 個月	40%
22 至 25 個月	50%
26 至 29 個月	60%
30 個月至最多 36 個月	70%

f. 賠償限額:

投保期內總賠償限額最高為 5,000.00 港元。投保期內每件電子產品的賠償限於 2,000.00 港元,最多只

賠償三件電子產品。

g. 保單自負額

在扣除折舊備抵及計算每件電子產品的單獨賠償限額之後,每項索償的保單自負額為百分之十。

不保事項

不保電子產品

- 廚房用具(例如:廚房爐灶、電鍋、焗爐、烹飪板、微波爐、電飯鍋、水壺、混合器、食品加工機、 榨汁機、攪拌機、淨水器、咖啡機、烹飪用具、抽油煙機、多士爐、廚房磅秤):
- 2. 白家電(例如:冰箱、雪櫃、水冷卻器、洗乾器具、洗衣機、乾衣機、乾櫃、洗碗機、冷暖風機、冷 氣機、浴室通風機、酒窖、空氣淨化器、抽濕機、加濕機、燈飾、電子鎖、風扇、熨斗、吸塵機);
- 3. 個人護理及美容產品(例如:剃鬚刀、頭髮護理用品、口腔護理用品、美容儀器、眼睛護理用品、脫毛器、醫療保健器、身體護理用品及按摩器、面部護理用品、體重磅秤);
- 4. 電腦及平板電腦(例如:桌面電腦、筆記電腦、平板電腦);
- 5. 任何類型之電視及屏幕:
- 6. 任何類型之手提電話;
- 7. 航拍機:
- 8. 外置流動充電器:
- 9. 音響;
- 10. 條型音響:
- 11. 光碟播放機;
- 12. 打印機。

若損失及/或損壞由以下任何事件直接或間接引致,本公司將不承擔任何賠償責任:

- 1. 違反政府禁令或法律的行為。
- 2. 由下列任何類別直接或間接導致、引起或與之有關的任何性質的損失、損壞、費用或開支(不論當中有否任何其他原因或事件同時促使或先後發生而導致損失):
 - (a) 戰爭、侵略、外敵行動、敵對或類似戰爭的行動(不論已宣戰與否)、內戰、叛亂、革命、造反、 民眾騷亂(其規模或程度與起義相若)、軍事行動或奪權;或
 - (b) 任何恐怖主義活動。

就此不保事項而言,恐怖主義活動指由任何人士或團體(不論單獨行事或代表或與任何組織或政府共同行事)所採取的行動,包括但不限於使用武力或暴力及/或以之作為威脅,以達到政治、宗教、意識形態或類似目的,包括意圖影響任何政府及/或令公眾人士或其中任何部分的人感到恐慌。

此不保事項亦排除為了控制、阻止、鎮壓,或以任何方式與上述(a)及/或(b)有關所採取的任何行動,而 直接或間接導致、引起或與之有關的任何性質損失、損壞、費用或支出。

倘若本公司聲稱本保單基於此不保事項而不就任何損失、損壞、費用或支出作出賠償,舉證屬於保障範 圍的責任則須由受保人承擔。

- 3. 基於任何恐怖主義活動而出現以下原因,從而直接或間接引起的損失、損壞、費用或支出:
 - (a) 生物或化學污染;
 - (b) 導彈、炸彈、手榴彈、爆炸物。

就此不保事項而言,恐怖主義活動指由任何人士或團體(不論單獨行事或代表或與任何組織或政府共同 行事)所採取的行動,包括但不限於使用武力或暴力及/或以之作為威脅,以達到政治、宗教、意識形 態或種族目的或理由,包括意圖影響任何政府及/或令公眾人士或其中任何部分的人感到恐慌。

就第 a)項而言,「污染」指由於化學及/或生物物質的影響而導致的污染、毒害,或防礙及/或限制物品的使用。

倘若本公司聲稱本保險基於此不保事項而不就任何損失、損壞、費用或支出作出賠償,舉證屬於保障範 圍的責任則須由受保人承擔。

- 4. 被海關或警察或因任何政府或公共機構或當局的命令,無論是違禁品、贓物還是其他物品,或因非法行 為或活動或其他原因造成的延遲、沒收、拘留、毀壞或徵用。
- 5. 腐蝕生銹或溫度變化、濕度變化、乾燥、濕腐或乾腐、發霉、縮水、蒸發、減重、環境污染、污染物、 變色、變味、質地或表面受損、光的作用、害蟲、昆蟲、劃傷或刮擦。
- 6. 由核能或任何類別的放射性物質直接或間接導致、引起或與之有關的任何性質的損失、損壞、費用或開支,包括但不限於下列任何類別(不論當中有否任何其他原因或事件同時促使或先後發生而導致損失):
 - (1) 由任何核能燃料或任何核廢料或燃燒核能燃料所造成的電離子輻射或放射性污染:
 - (2) 任何核能裝置、反應堆或其他核能機組或其核能元件的放射性、毒性、爆炸性或其他危險性或污染物質:
 - (3) 任何使用原子或核裂變及/或聚變或其他類似反應或輻射力或物質之任何武器或其他設備。
- 7. 受保人及/或受保人直系親屬的欺詐或犯罪活動。
- 8. 在扣除折舊備抵及計算每件電子產品的單獨賠償限額之後,每項索償的首百分之十。
- 9. 失竊,除非失竊涉及對人施以暴力或作出暴力威脅,或者強行以暴力進入或離開任何建築物或場所(包括房屋或工作場所)。
- 10. 由於電湧造成的損失或損壞。
- 11. 因擁有或使用電子產品而引起的任何性質的間接損失或法律責任,包括由此引致的任何疾病或傷害。

- 12. 火災或失竊以外的原因造成記錄膠片或磁帶遺失或損壞(然後僅作為未使用材料的價值)。
- 13. (a) 任何潛在或機械缺陷、機械故障、電氣故障、破損、折舊、大氣條件或任何其他逐步運行的原因而 造成的損失或損壞:
 - (b) 磨損或性能逐漸下降而造成的損失或損壞;
 - (c) 超重或壓力而造成的損失或損壞;
 - (d) 生銹、發霉、蛀蟲、害蟲或任何清潔、染色、維修、修復、翻新或拆除過程中引起的損失或損壞。
- 14. 數據或軟件的損毀,尤其是數據、軟件或電腦程式因原本結構被刪除、受損或變形而產生的任何不良變化。

因此,本保單不承保以下事項:

- (A) 數據或軟件的損失或損毀,尤其是數據、軟件或電腦程式因原本結構被刪除、受損或變形而產生的 任何不良變化,以及該損失或損毀導致的任何業務中斷損失。
- (B) 數據、軟件或電腦程式的功能、供應、使用範圍或存取出現缺陷而引致的損失或損毀,以及該損失 或損毀導致的任何業務中斷損失。

15. 屬制裁的不保事項

不論本保單內是否有相反規定,下列條款將適用:

倘根據於本保單開始生效時適用於本公司或於其後任何時間適用於本公司之任何法律或法規,向投保人 提供保障會或會因違反聯合國決議下的任何制裁、禁令或限制,或歐盟、美利堅合眾國或中華人民共和 國/香港特別行政區之貿易或經濟制裁、法律或法規而屬違法,則本公司無論如何將不會向投保人提供 會導致其違反上述法律或法規的保障或利益,亦不會承擔任何責任。

- 16. 電子產品在購買 14 天內尚未投保的情況下,在保單訂立之日起的首 14 天內,或對保單進行修訂的首 14 天內作出的任何賠償或因任何事件導致需要作出的賠償。
- 17. 事件發生時尚未安裝至電子產品的配件遺失或損壞。
- 18. 任何性質的重新連接費或訂閱費。
- 19. SIM 卡 (用戶身份模組)遺失或損壞。
- 20. 電子產品此前由非製造商認可的維修商進行維修
- 21. 以任何形式篡改序列號造成的任何損壞
- 22. 由於日常維護、檢查、保養或清潔以及使用未經製造商認可的配件而造成的損失或損壞。
- 23. 事件發生時,您根據本保險提出索償的電子產品由第三方(受保人直系親屬除外)擁有。
- 24. 電子產品被放在受保場所之外,無人看管。

- 25. 出現下列失竊情況,受保電子產品不獲得保障:
 - a) 任何建築物或場所遭失竊,包括受保人的房屋或工作場所,除非失竊涉及強行進入或離開建築物或場所而導致建築物或場所損壞:
 - b) 在任何機動車輛內失竊,但受保人或代表受保人行事的任何人士不在車輛內,除非電子產品被放在上 鎖的雜物箱、關上的儲物箱或其他關上的內部隔間中,且車輛的所有門窗均已關好並鎖上,所有安全 系統均已啟動:
 - c) 出門在外時遭失竊,除非電子產品不使用時放置在受保人身上或周圍,或被放在上鎖的房間或容器中 (例如上鎖的保險箱、儲物櫃或關上的辦公桌抽屜);
 - d) 並未採取任何可用的措施以防止電子產品被竊。

一般條款

本保單所載的各項條款將視作獨立於其他條款。某一條款的任何部分失效不會影響任何其他部分的效力。

1. 完整合約 - 修改保單

申請人申請保險時作出且並未載於本保單的任何聲明均不能使本保單變成無效或用於本保單下的任何法律程序。 除獲得本公司明確授權的高級職員在此認可外,任何一方均無權更改本保單或豁免其任何規定。

2. 更改保單細則及條款

本公司保留權利透過其最後獲得的電子郵件地址,事先書面通知受保人減少限額或增加保費或修改承保範圍或拒絕續約。

3. 投保期

保單承保表列明的十二個月期間。

4. 保費支付

受保人保證,保費將於保單承保表所列付款期內全額支付予本公司

倘未有於保單承保表所列付款期內向本公司支付根據本保單應付的保費,本公司有權透過書面通知受保人取消本保單。 茲同意,本公司須提前向受保人發出不少於三十(30)天的取消通知。 倘於通知期屆滿前向本公司全額支付應付保費,取消通知將自動撤銷。 否則,保單將於通知期結束時自動終止。

倘若取消保單,應按本公司承保的期間按比例向本公司支付保費,但不得低於保費的 50%作為本公司之 行政費用,惟倘在終止日期前出現本保單下有效索償的任何損失,則須向本公司支付全額保費。

倘有管轄權的任何法院或行政機關認為本條款的任何規定無效或不可執行,該無效或不可執行的情況將 不會影響本條款的其他規定,而本條款的其他規定將仍具十足效力。

5. 付款貨幣

應付予本公司或本公司應付的全部款項須以港元支付。

6. 續保通知

本保單於支付續保通知所規定的保費後,將每年按相同期限或續保通知所規定的任何變更予以續保(如適用)(在任何情況下,本保單的任何續保將由本公司全權酌情決定)。倘若可以續保,續保通知將於本保單到期前發出。續保通知將列明續保期的保費,而該保費將從受保人的指定信用卡帳戶中扣除。倘受保人不欲重續本保單或指定信用卡帳戶的任何資料有所更改,應於本保單當前保期屆滿前發出不少於14天的書面通知向本公司披露。

7. 索償通知

在失竊或意外損壞而引致損失的情況下:-

受保人須在發現事件後的四十八(48)小時內

- a) 撥打本公司或授權分銷商的熱線以提出索償:或
- b) 書面通知本公司

受保人須提供所有必要資料及協助,以令本公司能夠解決任何索償。未能遵守本條款可能影響索償。提 出虛假或欺詐性索償將導致索償無效及本公司拒絕索償。

8. 索償限制

對於事件發生日期起一年(1)期後向本公司提出的任何索償,概不須支付任何賠償。

9. 索償證據

所有電子產品須在購買日起的首三十六(36)個月內投保。受保人提出索償時須出示簽發時間不超過三十六(36)個月的購買憑證或保修卡。若無法提供該等憑證,本公司的責任最高為每件電子產品 100 港元的賠償。

倘電子產品遺失,受保人須向本公司提交警方報告。倘電子產品損壞,受保人須向本公司送交該損壞的 電子產品,費用亦須自行承擔。

受保人須在通知本公司起計六十天(60)內,按要求向本公司提交相關索償證明文件。

本公司只會在收到受損電子產品的情況下方會支付賠償。

10. 損餘

本公司有權:

- a) 在受保電子產品損失的情況下,收取及保管該損壞/尋回的電子產品及以合理方式處理殘餘物件; 及
- b) 以受保人的名義及代表受保人作出全權決定、控制及和解任何訴訟,以及自費為其本身利益但以受保人的名義提出訴訟,以就本保單保承保的任何物品向任何第三方追討或獲得賠償。 受保人及 / 或受保人直系家屬成員須提供本公司可能要求的所有必要資料、文件及合理協助。

11. 收據

本公司不會因本保單的任何信託、押記、留置、轉讓或其他事宜而承擔責任,而受保人在獲得本保單文應付任何補償的收據,在所有情況下均有效解除本公司的責任。

12. 獲支付賠償的人士

本保單下的所有賠償額將根據本保單規定的限額支付予可接受賠償的保單受保人。

13. 法律訴訟

在根據本保單規定提交書面損失證明後六十天(60)屆滿前,不得就本保單提出法律或衡平法的索償訴訟, 而除非在本保單規定提交書面損失證明的時間屆滿後一年(1)內提出,否則不得提出有關訴訟。

14. 申請中的虚假陳述

在以下情況下保險利益不須支付,而保單被視為可由本公司選擇撤銷:

- a) 未能披露對本保單所提供保險屬重大且與任何受保人有關的任何事實(須提供作為可保性的證據), 或相關事實存在任何虛假陳述:及/或
- b) 在所有欺詐的情況下

15. 終止保險

本保險將在下列事件發生時(以最早發生者為準)終止:

- a) 保單期開始後六十(60)天內無支付保費;或
- b) 保單由受保人或本公司根據本保單規定在本保單所列日期取消。

16. 遵守保單規定

未能遵守本保單所載任何規定將導致本保單所有索償無效。

17. 合法性

據此修訂在生效日期與香港法律有衝突或已發佈以供交付的任何規定,以符合有關法律的最低要求。

18. 通知

受保人須將所有書面通知以本公司為收件人寄送予本公司,而除非保單條款的更改或批註由本公司的授權代表簽署或簽名,否則將被視為無效。

19. 受保人的責任

受保人須確保有效支付所有款項並向本公司提供準確的完整資料。

20. 受保人直系親屬成員的責任

受保人直系親屬成員須於任何時間就受保的電子產品採取一切合理預防措施。

21. 披露責任

倘受保人完全為與受保人的行業、業務或專業相關目的而申請本保險,受保人有責任披露受保人認為對本公司接受該風險的決定及決定適用費率及條款有關的任何事項及預期在此情況下合理人士認為有關的任何事項,否則或會導致受保人保險合約的無效,受保人的索償遭拒絕或減少,以及受保人的保險合約條款出現變更或終止合約。

倘在受保人與本公司的保險合約已訂立、修訂或續保後的任何時候,申請表中(或當受保人申請本保險時)提供的任何資料不準確或已更改,則受保人亦有責任立即告知本公司。

22. 電子產品的更改及變更

倘保單所示的電子產品出現任何重大更改,受保人須通知本公司。倘出現下列情況,保單下的利益及權 利將立即終止:-

- (a) 受保人以任何方式出售或轉讓其電子產品的擁有權;
- (b) 以任何方式修改或更改電子產品,或電子產品的電子身份標識被更改;或
- (c) 受保人根據生產商的保修交換計劃或本保單下的理賠之外的任何原因而更換其電子產品。

23. 理賠選項

本公司可自由選擇更換或賠償損壞或失竊(視情況而定)的電子產品,若該電子產品亦在其他保險公司 投保,可與任何其他保險公司一同理賠

倘本公司更換或賠償電子產品,將會產生自負額。 倘本公司更換電子產品,可使用全新的或改制部件 的類似部件,但可能:

- (a) 屬於不同的型號;
- (b) 由不同製造商生產;
- (c) 不包含損壞或失竊電子產品的相同特徵及功能。

24. 其他保險

本保單不保障更特定保單或受保人投保任何其他類似電子產品保險下的任何意外損壞。

25. 法律及管轄權

遵守香港法律及管轄權。

26. 《合約(第三者權利)條例》

《合約(第三者權利)條例》(香港法例第 623 章)不適用於本保單,本公司及投保人(或彼等之授權 代表)方可強制執行保單條款。

27. 本保險僅保障在香港購買的電子產品。保障範圍延伸至包括受保人及/或受保人直系親屬成員在香港以外地區旅遊期間(每次旅行最長為60天)使用的電子產品。

釋義

索儅

指本保單下任何權利及利益的索償。本公司將在本保單所載規定的規限下,全權決定透過更換或賠償電子產品 向受保人作出理賠

意外損壞

指任何物質損壞,包括因火災及/或液體損壞,或受保人並非故意引致之損壞。

故障

指在正常使用過程中,因電子產品內部電子、電氣或機械損壞而引致電子產品的任何部件損壞或燒毀,從而導 致以電子產品製造商擬定方式使用的能力突然中斷。

液體損壞

指與任何液體接觸而意外引致的損壞,本公司將用一款類似年代、製造及型號的產品更換,若不能更換,本公司將於扣除保單自負額及每件電子產品折舊備抵後提供現金理賠

序列號

用於識別電子產品的獨有編號。

受保人

年齡 18 歲以上、擁有保單承保表所列電子產品的人士。

受保人直系親屬成員

與閣下同住的母親、父親、兒子、女兒、配偶或家庭伴侶。

住址

保單承保表所示受保人的永久住所。

本公司

富衛保險有限公司

限額

指在投保期間,本保單就下列每項賠償應支付的最高金額:

- (a) 在更換電子產品的情況下:
- (b) 賠償電子產品的成本

重大變化

指影響受保電子產品功能(與製造商規格相比,提升其性能或對其性能造成不利影響)的任何變化。

電子產品

指在香港購買、嚴格限於個人使用或家庭使用且屬於受保人或受保人直系親屬任何成員的電子產品。符合標準的電子產品均由本保單承保,惟本保單附件所列「不保電子產品清單」除外。

投保期

保單承保表列明的十二個月期間。

保費

受保人根據本保單同意支付予本公司以換取本保單所載權利及利益的總金額。

更換價

一(1)件與該電子產品的品牌及型號相同的電子產品或(在沒有存貨的情況下)具有類似技術及功能性能的任何其他電子產品於更換日期的市值,惟須計及折舊率及自負額(如適用),更換的電子產品的價值不得超過原有電子產品的價值。

領土範圍

香港。

等候期

在投保期首十四(14)天內發生而引致本保險賠償的任何事件將不獲保障。

無人看管

在受保人住址以外;任何時候離開受保人的視線或伸手可及範圍

購買憑證 / 保修卡

證明受保人索償的電子產品由其擁有的文件。

預防措施

預期某人在某些情況下為預防受保電子產品遺失或損壞而採取且被視為適當的一切措施。

失竊

指其他人士未經授權不誠實的盜用受保電子產品(本保單附件所列「不保電子產品清單」除外)而意圖永久剝 奪受保人的擁有權。

惡意損壞

受保電子產品由其他人士故意造成的任何損壞。