

Device Protection Insurance Policy – Elite Plan



Article 1 – Coverage

In consideration of payment of the required premium and subject to the terms, exclusions, limits and conditions contained herein, if the Insured makes a Claim for indemnity or services under this Device Protection Insurance Policy – Elite Plan (the “Policy”) for the coverage set out in Article 1 (the “Coverage”), FWD General Insurance Company Limited (the “Company”) shall provide the services and/or indemnify the Insured for the applicable services stated in Part 1: Schedule of Benefits below.

Part 1: Schedule of Benefits

Benefit Item	Coverage*	Maximum Limit per year	Deductible
1	Accidental Damage – Repair/Switch Service	Maximum 2 claims per policy year of 12 months	Refer to Deductible A & B shown on the Policy Schedule
2	Cracked Screen Only – Repair Service		

* Only available for device on the eligibility list which will be updated from time to time on the Company’s designated online platform.

** For the detailed description of the respective Benefit Items, please refer to Part 2: Description of Coverage

Part 2: Description of Coverage

Benefit Item 1: Accidental Damage – Repair/Switch Service

In the event of Accidental Damage to the Covered Device, the Service Provider of the Company will arrange a Repair Service or Switch Service for the Covered Device at the sole discretion of the Insured.

For Repair Service

- The Service Provider will pick up the Covered Device, bring it to an authorised repairer to repair and return the Covered Device back to the Insured. The Service Provider will use reasonable endeavours to return the Covered Device to the Insured for as fast as 24 hours (see <https://fwd-device.bolttech.hk> for detailed terms and conditions) after the claim is approved. In the circumstance that the damaged Covered Device cannot be repaired, the Service Provider will contact the Insured and provide Switch Service.

For Switch Service

- The Service Provider will exchange the Covered Device for a Replacement Device delivered to door of the Insured, using reasonable endeavours to deliver to door of the Insured for as fast as 6 hours for urban areas (see <https://fwd-device.bolttech.hk> for detailed terms and conditions).

The Replacement Device will be a brand new or refurbished device, with a device of the same brand, model and specification or select similar model and specification, as determined by the Service Provider, but without the original packaging and without any accessories.

- When the Insured opts for a Switch Service, the Service Provider will offer the Insured a Replacement Device of a similar price range and generation as the Covered Device. In particular, Service Provider will endeavour to offer the Insured a selection of Replacement Devices including, subject to availability:
 - a) A device of the same model and colour;
 - b) A device of the same model but with a different colour;
 - c) A device similar (as determined by the Service Provider) to the Covered Device.
- In any case the Insured shall not be entitled to a device upgrade or to a Replacement Device of higher generation, and/or superior technical or functional features.
- After the switch, the Replacement Device will replace the existing Covered Device and becomes the new Covered Device of the Insured.

The Insured will pay the Deductible A specified in the Policy Schedule to the Company for each switch or repair with a maximum 2 claims under Benefit Items 1 to 2 per policy year of 12 months. The Insured will forfeit the damaged Covered Device to the Service Provider upon provision of Switch Service.

Benefit Item 2: Cracked Screen Only – Repair Service

In the event of cracked Screen as a result of Accidental Damage to the Covered Device, the Service Provider will arrange a Repair Service of the front screen only.

The Service Provider will pick up the Covered Device, bring it to an authorised repairer to replace the cracked front screen and return the Covered Device back to the Insured. The Service Provider will use reasonable endeavours to return the Covered Device to the Insured for as fast as 24 hours (see <https://fwd-device.bolttech.hk> for detailed terms and conditions) after the claim is approved.

The Insured will pay the Deductible B specified in the Policy to the Company for each repair with maximum 2 claims under Benefit Items 1 to 2 per policy year of 12 months.

In the circumstance that the Device is damaged beyond front screen, the Service Provider will contact the Insured and exercise a Switch or Repair Service under the same condition as Benefit Item 1. However, Deductible A will be charged, instead of Deductible B.

Part 3 - Applicable Conditions

As a condition precedent to any liability under this Policy, the conditions for eligibility stated below must be satisfied.

- a) To be eligible for enrolment under this Insurance Plan,
 - (i) the Insured must be the Covered Device Owner;
 - (ii) the Insured must be a Hong Kong resident with the age of 18 or above;
 - (iii) at the time of policy application, the Covered Device is within 60 days old from the date of original purchase as brand new from the manufacturer, a telecommunication network provider or retail store with original warranty from the manufacturer;
 - (iv) the Insured has satisfactorily completed the application of this Insurance Plan at the designated online platform of the Company and in any event prior to the occurrence of any Accidental Damage or loss of the Covered Device;
 - (v) the Insured has provided declaration on the age of the Covered Device at the time of application. Copy of original purchase invoice of the Covered Device will be required in case of Claim incurred; and
- b) Coverage will be voided, whether before or after the loss, if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or providing fraudulent information to the Company.

- c) Insurance application only available for selected device model and eligibility list of selected models shall be updated from time to time on the Company's designated online platform.
- d) Change of Covered Device in the Policy is not allowed during the Period of Insurance except the change of device as a result of Switch Service covered under Benefit Item 1 in the Schedule of Benefits.

Part 4 – Applicable Exclusions

In addition to Article 5 – General Exclusion below, this insurance does not apply to any claim which is due to, based upon, arising from or directly or indirectly as a consequence of any of the followings:

- a) Any loss or damage that is covered by the manufacturer's original warranty, repairer's warranty, or any other warranty in effect.
- b) Any defects that are subject to manufacturer's recalls.
- c) Any costs incurred as per the manufacturer's recommended routine maintenance, inspection, cleaning, lubrication, adjustments or alignments.
- d) Non-operating and cosmetic items (including but not limited to damage such as crack or scratch mark on the back of the Covered Device), or product finish, and any matter or damage not affecting the Covered Device's normal operation or functionality; consumables, accessories used in or with the Covered Device; audio and video external cables and cords; add on options incorporated.
- e) Software (including operation system, mobile applications and stored data), defects resulting directly from software installation and or removal, computer virus, virus prevention, and other peripherals.
- f) Any damage occurring after repairs made by non-authorized repairers or service centres to the Covered Device.
- g) External faults such as wiring, electrical connection, power voltage or current, realigning of signal receivers (poor reception).
- h) Malicious Damage unless the incident having been reported to the Police within twenty-four (24) hours of discovery.
- i) Riot or strike.
- j) Any Accidental Damage directly or indirectly caused by or attributable to:
 - (i) any Breakdown, malfunction or Accidental Damage resulting from incorrect installation or re-installation, faulty software or programming, or otherwise not following the Covered Device's manufacturer's operating or guidance instructions;
 - (ii) wear and tear or gradual deterioration of the Covered Device, or any damage that cannot be attributed to a single event;
 - (iii) humidity, sweat, corrosion, rust, condensation or evaporation, dampness, dust or change in temperature, unless directly attributed to sudden and unforeseen Accidental Damage such as accidental contact with water or any other fluids;
 - (iv) any wilful act, misuse or negligent use of the Covered Device by the Insured or anyone authorized by the Insured to use the Covered Device;
 - (v) any unlawful act committed or attempted by the Insured or by anyone authorised by the Insured to use the Covered Device;
 - (vi) as a result of any competitive sports activity; or
 - (vii) if the Covered Device is being used whilst operating a vehicle of any type (including motor-cycles).
- k) Any loss or unexplained disappearance or misplacing of the Covered Device.

- l) Any damage directly or indirectly caused by or attributable to:
 - (i) natural disasters, including (but not limited to) fire, flood, earthquake, storm, lightning, hurricane, tsunami or other natural disaster save and except to the extent such event results in Accidental Damage;
 - (ii) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- m) Any damage where:
 - (i) the Insured cannot present the damaged Covered Device;
 - (ii) the IMEI number cannot be identified and the nature of the damage does not substantiate damage to the IMEI number;
 - (iii) the IMEI number has been tampered with.
- n) Any loss or reimbursement for which the Insured has claimed or has received reimbursement under any other form of indemnity, including but not limited to any insurance policy or policies.
- o) Any loss that do not occur during the Period of Insurance.
- p) Any Burglary or Robbery loss of the Covered Device.
- q) Consequential damage or loss of any kind or description

Article 2 – Policy Term

This Policy shall take effect for 12 months from the purchase date of this insurance by the Insured as per Period of Insurance shown on the Policy Schedule unless terminated in accordance with the following terms:

- A. Either the Company or the Insured may terminate this Policy unilaterally by giving thirty (30) calendar days' prior written notice to the other party.
- B. Either the Company or the Insured may terminate this Policy without notice, providing that both the Company and the Insured agree in writing to such termination.
- C. The Company may terminate the Policy at any time by giving the Insured at least 7 days prior notice in writing to the Insured's address, and in accordance with the law, including where the Insured has:
 - (i) made a misrepresentation in application of this insurance;
 - (ii) failed to comply with the duty of disclosure;
 - (iii) failed to pay the premium; or
 - (iv) made a fraudulent claim under this Policy.
- D. The Company shall have no liability to the Insured in respect of any Claim for reimbursement or Services by the Insured which commenced on or after the termination date of this Policy.

Article 3 – Premium

As a condition precedent to any liability under this Policy, the Insured shall pay the Premium shown on the Policy Schedule. Cover of this Policy will be activated when online premium payment has been made.

The Company will send the Insured a renewal notice with the renewal terms (the terms may be different from this Policy) if the Company desires to renew this Policy. This Policy will be renewed if the required premium and documents for renewal are received by the Company in accordance with the renewal terms. The renewal of the Policy shall not constitute any waiver of the Company's right under this clause and/or the renewed Policy.

Article 4 – Definitions

"Accidental Damage": means physical breakage, destruction or failure of the Covered Device due to sudden, unforeseeable, and unexpected event which causes physical damage to the Covered Device and that prevents it from operating correctly. Accidental Damage extends to include damage as a result of the Covered Device being in contact with water and other liquids.

"Breakdown": means a sudden unforeseeable internal mechanical or electronic defect causing the actual breaking or burning out of a part causing the failure of the Covered Device to operate as intended by the manufacturer.

"Burglary or Robbery": means aggravated theft of the Covered Device, without the Insured's permission and with the intention of permanently depriving of the Covered Device from the Insured by use of threat of force or violence.

"Claim": means a written notice of claim made in accordance with the Claims Handling Procedures set forth in Article 6.

"Covered Device": means an electronic device purchased by the Insured as brand new from the manufacturer, a telecommunication network provider or retail store with original warranty from the manufacturer registered under this Insurance Plan. Electronic device is only eligible for this policy cover if it is listed on published eligibility list on the Company's designated online platform at the time of policy issuance. This published eligibility list will be updated from time to time on the Company's designated online platform. The device make, model, color, capacity and IMEI numbers of the Covered Device are set out in the Policy Schedule. In the case of provision of Switch Service under this policy, Covered Device shall mean the Replacement Device as set out more detail in the endorsement denoting the change of Covered Device to the Replacement Device

"Covered Device Owner": means the owner of the Covered Device.

"Deductible": means the first amount of the loss which the Insured must pay to the Company if the Insured had a Claim and the Company will only liable for the amount which is over and above, subject to other clauses under this policy. It applies to each loss or Claim.

"IMEI": means the International Mobile Equipment Identity which is a unique identifier assigned to each mobile phone.

"Insurance Plan": shall mean the insurance cover provided under this Device Protection Insurance Policy.

"Malicious Damage": means deliberate damage, not being Accidental Damage, caused to the Covered Device by any person or party.

"Period of Insurance": means the period which is stated on the Policy Schedule and during which this policy will operate.

"Replacement Device": means the Device to switch the damaged Covered Device under the Switch Service

"Repair Service": means service to collect the damaged Covered Device from the Insured for repair and afterward deliver the successful repaired Covered Device door to door to the Insured.

"Screen": means the screen and/or its attached LCD panel of the Covered Device.

"Service": means Switch Service/ Repair Service provided/to be provided by the Service Provider of the Company to the Insured.

"Service Provider": means a third party company appointed by the Company for administration of the Claims and Services provided under this Policy.

"Switch Service": means service to exchange the damaged Covered Device with one of the same brand, model, specification or select similar model delivery door to door to the Insured.

Article 5 – General Exclusions

A. War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes 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, nationalization, confiscation, requisition, seizure or destruction by the government or any public authority;

- 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 organisation(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.

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

B. IT Clarification Clause

Property loss or damage covered under this Policy shall mean physical loss of or damage to the substance of property. Physical loss or damage to the substance of property shall not include 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.

Consequently the following 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. Notwithstanding this exclusion loss of or damage to data or software which is the direct consequence of insured physical loss of or damage to the substance of property shall be covered.
- 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.

C. Full Nuclear Exclusion

This Policy does not cover damage directly or indirectly caused by or arising from or in consequence of or contributed to by:

- a) nuclear weapons material.
- b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosives nuclear assembly or nuclear component thereof. Solely for the purpose of this paragraph combustion shall include any self-sustaining process of nuclear fission.

D. Sanctions Clause

The Company is not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension:

For any loss or claim arising in, or where the Insured or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the Company, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the Policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Insured, its parent company or its ultimate controlling entity.

E. Communicable Disease Exclusion Endorsement (LMA 5393 rev) *(applicable to policy commencement date on/after 1 January 2021)*

1. Notwithstanding any provision to the contrary within this policy, this policy does not insure any loss, damage, liability, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

Article 6 – Claims Handling Procedures

As a condition precedent to any liability under this Policy, the Insured shall comply with the Claims Handling Procedures set below:

A. Notice of Loss

The Insured shall notify the Company through the Company's Customer Service Hotline (852) 3123 3123 and providing required supporting documents and information of any Claim or loss or losses or circumstances which may give rise to a Claim or loss under this Policy as soon as possible within fourteen (14) days of the occurrence of the Accidental Damage.

B. Switch / Repair Services for the Damaged Covered Device

If the Claim is approved by the Company, the Service Provider of the Company will notify the Insured to select service option.

If the Insured has selected the Switch Service for the damaged Covered Device, the Service Provider will inform the Insured to:

- Select the Replacement Device;
- Pay the Deductible;
- Fill in the Insured's preferred delivery address; and
- Fulfil any further instructions in relation to the Switch Service provided by the Service Providers to the Insured from time to time as reasonably necessary;

In addition, for a Switch Service the Insured will be required to:

- Remove the SIM card and any accessories the Insured wish to keep from the Covered Device;
- Transfer any data that the Insured wish to keep and then delete all data from the device;
- Turn off any "find my iPhone" or "Google Account" and, if the condition of the Covered Device allows it, switch off or uninstall any apps, locks or other features that may prevent the Company from resetting the Covered Device; and
- Personally hand in the Covered Device to the courier providing the Insured with the Replacement Device – the Insured cannot appoint any person to do this on the Insured's behalf unless Service Provider agrees.

If the Insured select to repair the damaged Covered Device, the Service Provider will collect the damaged Covered Device from the Insured for repair and afterwards deliver the successful repaired Covered Device to the Insured door to door.

After a switch, the Covered Device and any accessories the Insured have not removed and handed to the courier will become the property of the Company and the Insured must ensure that there are no third parties who have any rights to own or possess the device and accessories (if any). Upon the request of the Company, the Insured are required to sign a document and/or give a notice that allows the Company to obtain the benefit of any warranty applicable to the Covered Device.

No payment or monetary reimbursement will be made to the Insured for cover under Benefit Items 1 to 2.

C. Delivery Schedule

For Switch Service, the Service Provider will use reasonable endeavours to deliver the Replacement Device to the Insured's selected location in Hong Kong when the claim has been approved (as fast as 6 hours).

For Repair Service, the Service Provider will use reasonable endeavours to pick up and return the Covered Device to the Insured's selected location in Hong Kong when the claim has been approved (as fast as 24 hours).

Hong Kong addresses include: Hong Kong Island, Kowloon, New Territories (including the following parts of Lantau Island: Tung Chung, Sunny Bay, Chek Lap Kok, Disneyland, Hong Kong International Airport (non-restricted areas) and Asia World-Expo) except the outlying areas set out below.

Outlying areas include: Ma Wan, Lamma Island, Cheung Chau and Lantau Island (except the parts of Lantau Island set out under Hong Kong addresses above).

Longer delivery times may apply in the case of severe weather conditions or other events outside control of the Service Provider. The Service Provider and the Company will not be liable for any delay or failure in delivering the Replacement Device or Covered Device to the Insured where such delay or failure is caused by an event outside the control of the Service Provider after using the Service Provider's reasonable endeavours to deliver the Replacement Device or Covered Device to the Insured and no refund of any premium or other fees will be made in the event of such delay or failure.

The Service Provider will deliver the Replacement Device or Covered Device to a residential or office address in Hong Kong, but will not make deliveries to MTR stations, restricted areas or public places.

For detailed terms and conditions regarding delivery service, please refer to <https://fwd-device.bolttech.hk>

To get in touch with the Service Provider:

Online: <https://fwd-device.bolttech.hk>

Hotline: (852) 5803 2496

Hours of operation: 9:00am to 6:00pm (HKT), Monday to Saturday, excluding public holidays

Article 7 – Contract (Rights 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 the only parties who may enforce the terms of the Policy are the Company and the Insured or their authorised representatives.

Article 8 - Salvage and Subrogation

- A. Salvages and all recoveries (not including amounts due from any other insurance), shall be first deducted from any loss to arrive at the amount of liability attaching hereunder.
- B. All salvages, recoveries or payments recovered or received subsequent to loss settlement hereunder shall be applied as if recovered or received prior to the aforesaid settlement, and all necessary adjustments shall be made by the parties hereto.

Article 9 – Currency

Where the word "Dollars" and/or the sign "\$" appear in this Policy, they shall mean Hong Kong Dollars, unless otherwise indicated.

Article 10 – Notices

All notices hereunder will be given to the Insured and to the Company either by email, express post, ordinary post or delivered by hand to their last known address. If sent by ordinary post, receipt will be deemed two (2) days after posting.

Article 11 – Territory

This Insurance Plan applies worldwide, subject to the terms, conditions and exclusions expressed in the Policy.

Article 12 – Governing Law

This Policy shall be governed by the law of Hong Kong, without reference to choice of law or conflicts of law provisions. Any disputes shall be submitted to the exclusive jurisdiction of Hong Kong courts.

Any terms of this Policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this Policy is delivered are amended to conform to such statutes, laws or regulations. It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

Article 13 – Entire Agreement

The Policy, together with all amendments and other attachments, if any, constitutes the entire Policy of insurance.

The Policy shall not be modified except by written amendment attached hereto and signed by an authorised representative of the Company.

The terms and conditions of service relating to or arising from this Policy as published on the Company's web-site and as may be amended from time-to-time shall supplement and qualify the terms and conditions of this Policy, but the terms and conditions of this Policy shall at all times take precedence.

Article 14 – Non-Waiver

The failure of the Company or the Insured to insist on compliance with this Policy or to exercise any right or remedy hereunder shall not constitute a waiver of any rights contained in this Policy nor prevent either party from thereafter demanding full and complete compliance nor prevent either party from exercising such remedy in the future.

Article 15 – Refund

If the Insured cancel this Policy according to Article 2A or 2B, provided no claim has been made during the current Period of Insurance, the Insured will receive a refund of premium less the premium calculated at the customary short period rates for the period the Policy has been in force subject to a minimum premium of HK\$200 to be retained by the Company.

<u>Period of Insurance already cover</u>	<u>Refund Premium</u>
Not exceeding	
1 month	90% of Premium Paid
2 months	80% of Premium Paid
3 months	70% of Premium Paid
4 months	60% of Premium Paid
5 months	50% of Premium Paid
6 months	40% of Premium Paid
7 months	30% of Premium Paid
8 months	20% of Premium Paid
9 months	10% of Premium Paid
Over 9 months	No refund

If this Policy is terminated by the Company in according to Article 2A, 2B or 2C (except for Article 2C (iii)), pro-rata day premium will be refunded by the Company to the Insured subject to our applicable rules and procedures. For avoidance of doubt, no refund will be made if the Policy is terminated by the Company in accordance to Article 2C (iii).

Article 16 – Burden of Prove

In any action, suit or other proceedings where the Company allege that by reason of provision of any exclusion which may be applicable, any loss or damage that is not covered by the Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.

Article 17 – Regulatory Compliance and Indemnification

- 17.1 The Insured shall, at all time, comply with all applicable laws and regulations presently in effect, or which may become effective in the future.
- 17.2 The Insured will notify the Company as soon as reasonably practicable of any breach of Article 17.1
- 17.3 The Company will immediately cease to provide this insurance if it is required by the Hong Kong Insurance Authority or any other relevant authorities.
- 17.4 The Insured will indemnify the Company fully, and keep the Company fully indemnified, in respect of any loss or cost arising from or in connection with any claim, action, proceedings or demand in respect of a breach of Articles 17.1 to 17.3 above ("Claim").

Any Claim in respect of matters referred to in this Article 17.4 may be brought as an action in debt for which recovery may be claimed on a full indemnity basis without regard to principles of mitigation of loss.

Article 18 – Personal Information Collection Statement

Personal Information Collection Statement ("PICS") (Dec 2020)

1. From time to time, it is necessary for you to supply FWD General Insurance Company Limited (the "Company") or agents and representatives acting on its behalf with personal information and particulars in connection with our services and products. Failure to provide the necessary information and particulars may result in the Company being unable to provide or continue to provide these services and products to you.
2. The Company may also generate and compile additional personal data using the information and particulars provided by you. All personal data collected, generated and compiled by the Company about you from time to time is collectively referred to in this PICS as "Your Personal Data".
3. "Your Personal Data" will also include personal data relating to your dependents, beneficiaries, authorised representatives and other individuals in relation to which you have provided information. If you provide personal data on behalf of any person you confirm that you are either their parent or guardian or you have obtained that person's consent to provide that personal data for use by the Company for the purposes set out in this PICS.
4. As detailed in this PICS, Your Personal Data may also be processed by the Company's subsidiaries, holding companies, associated or affiliated companies and companies controlled by or under common control with the Company (collectively, "the Group").
5. The purposes for which Your Personal Data may be used are as follows:
 - (i) providing our services and products to you, including administering, maintaining, managing and operating such services and products;
 - (ii) processing, assessing and determining any applications or requests made by you in connection with our services or products and maintaining your account with the Company;
 - (iii) developing insurance and other financial services and products;
 - (iv) developing and maintaining credit and risk related models;
 - (v) processing payment instructions;
 - (vi) determining any indebtedness owing to or from you, and collecting and recovering any amount owing from you or any person who has provided any security or other undertakings for your liabilities;
 - (vii) exercising any rights that the Company may have in connection with our services and/or products;
 - (viii) carrying out and/or verifying any eligibility, credit, physical, medical, security, underwriting and/or identity checks in connection with our services and products;
 - (ix) any purposes in connection with any claims made by or against or otherwise involving you in respect of any of our services or products, including, making, defending, analysing, investigating, processing, assessing, determining, responding to, resolving or settling such claims detecting and preventing fraud (whether or not relating to the policy issued in respect of this application);
 - (x) performing policy reviews and needs analysis (whether or not on a regular basis);
 - (xi) meeting disclosure obligations and other requirements imposed by or for the purposes of any laws, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) binding on the Company or any other member of the Group, including making disclosure to any legal, regulatory, governmental, tax, law enforcement or other authorities (including for compliance with sanctions laws, the prevention or detection of money laundering, terrorist financing or other unlawful activities) or to any self-regulatory or industry bodies such as federations or associations of insurers;
 - (xii) for statistical or actuarial research undertaken by the Company or any member of the Group; and
 - (xiii) fulfilling any other purposes directly related to (i) to (xii) above.
6. Your Personal Data will be kept confidential, but to facilitate the purposes set out in paragraph 5 above, the Company may transfer, disclose, grant access to or share Your Personal Data with the following:
 - (i) other members of the Group;
 - (ii) any person or company carrying on insurance-related and/or reinsurance-related business which is engaged by the Company in connection with the Company's business;
 - (iii) any physicians, hospitals, clinics, medical practitioners, laboratories, technicians, loss adjusters, risk intelligence providers, claims investigators, organizations that consolidate claims and underwriting information for the insurance industry, fraud prevention organizations, other insurance companies (whether directly or through fraud prevention organizations or other persons named in this paragraphs), the police and databases or registers (and their operators) used by the insurance industry to analyze and check information provided against existing information, legal advisors and/or other professional advisors engaged in connection with the Company's business;

- (iv) any agent, contractor or service provider providing administrative, distribution, credit reference, debt collection, telecommunications, computer, call centre, data processing, payment processing, printing, redemption or other services in connection with the Company's business; and/or
 - (v) any official, regulator, ministry, law enforcement agent or other person (whether within or outside Hong Kong) to whom the Company or another member of the Group is under an obligation or otherwise required or expected to make disclosures under the requirements of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong).
7. Your Personal Data may be transferred or disclosed to any assignee, transferee, participant or sub-participant of all or any substantial part of the Company's business.
 8. The Company is only allowed to (i) use Your Personal Data in direct marketing; or (ii) provide Your Personal Data to another person or company for its use in direct marketing, if you provide your consent or do not object in writing.
 9. In connection with direct marketing, the Company intends:
 - (i) to use your name, contact details, services and products portfolio information, financial background and demographic data held by the Company from time to time in direct marketing to market the following classes of services and products offered by the Company, other members of the Group and/or Our Business Partners (being providers of the product and services described below) from time to time:
 - a. insurance services and products;
 - b. wealth management services and products;
 - c. pensions, investments, brokering, financial advisory, credit and other financial services and products;
 - d. health-check and wellness services and products;
 - e. media, entertainment and telecommunications services;
 - f. reward, loyalty or privileges programmes and related services and products; and
 - g. donations and contributions for charitable and/or non-profit making purposes; and
 - (ii) to provide your name and contact details to FWD Life Insurance Company (Bermuda) Limited or any members of the Group and/or Our Business Partners for their use in direct marketing the classes of services and products described in paragraph 9(i) above (including, in the case of Our Business Partners, for money or other commercial benefit).

The Company intends to send you marketing communications or materials and use Your Personal Data in accordance with paragraphs 8 & 9 above. If you do NOT agree to receive such marketing communications or the Company's intended use of Your Personal Data, you may write to the Corporate Data Protection Officer of the Company at the address below to opt out from direct marketing at any time:

Corporate Data Protection Officer
 FWD General Insurance Company Limited
 8th Floor, FWD Financial Centre,
 308 Des Voeux Road Central
 Hong Kong

10. To facilitate the purposes set out in paragraphs 5 and 9 above, the Company may transfer, disclose, grant access to or share Your Personal Data with the parties set out in paragraphs 6 and 9(ii) and you acknowledge that those parties may be based outside Hong Kong and that Your Personal Data may be transferred to places where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the Personal Data (Privacy) Ordinance.
11. Under the Personal Data (Privacy) Ordinance you have the right to request access to Your Personal Data held by the Company and request correction of any of Your Personal Data which is incorrect and the Company has the right to charge you a reasonable fee for processing and complying with your data access request.
12. Requests for access to or correction of Your Personal Data should be made in writing to the Corporate Data Protection Officer of the Company at the address above. Should you have any queries, please do not hesitate to call our Customer Service Hotline on 3123 3123.
13. In case of discrepancies between the English and Chinese versions of this PICS, the English version shall apply and prevail.
14. The Company reserves the right, at any time effective upon notice to you, to add to, change, update or modify this PICS.