

PhoneCare Handset Protection Plan



This Policy is a contract between Us, FWD General Insurance Company Limited (also called “the Company”) and You, the Insured.

The application and declarations that have been completed and provided to Us form the basis of this contract. We will provide insurance in accordance with the terms, conditions and exclusions set out in this Policy. The Schedule and any subsequent endorsements including clauses and memoranda attached also form part of this Policy.

The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You and the truth of the statements and answers in any application and declaration will be conditions precedent to any liability of Us to make any payment under this Policy.

IMPORTANT

Please examine this Policy carefully. If there are any errors or if it does not meet your requirements, please contact Us immediately.

注意

請貴保戶詳細查閱此保單之內容，如有任何疑問，請從速與本公司聯絡。

1. DEFINITIONS

Any word or expression to which a specific meaning has been attached shall bear the same meaning whenever it appears.

1.1 Accidental Damage

A sudden, unforeseen and unexpected event happening by chance.

1.2 Accidental Loss

A permanent and involuntary failure to keep possession of property. For the avoidance of doubt, Accidental Loss does not include instances when You sell or give away the Covered Handset.

1.3 Authorised Repair Centre

A Repair Centre authorised by the Handset Manufacturer to repair its mobile phone in Hong Kong.

1.4 Company/Us/We/Our

FWD General Insurance Company Limited.

1.5 Covered Handset

A mobile phone that was purchased by You at a 3 Hong Kong store in Hong Kong with the Handset Model & IMEI as stated in the Schedule

1.6 Damaged Beyond Repair

The Covered Handset which has been confirmed by the Handset Manufacturer or its Authorised Repair Centre to be damaged beyond repair or the cost of repair is greater than the Covered Handset's Retail Price.

1.7 Date of Purchase

The date the Covered Handset is purchased as stated in the Sales & Services Agreement or the sales receipt (for standalone phone purchase) of the Covered Handset issued by 3 Hong Kong.

1.8 Designated Reseller

A mobile phone retailer located in Hong Kong designated by 3 Hong Kong and from which You may purchase a replacement handset. For the purposes of this Policy, Designated Resellers are 3 Shop, Fortress, Wilson, Broadway, Suning, Sony Store, Samsung Partnership and Apple Store.

1.9 Handset Model

The brand and model of the Covered Handset.

1.10 Handset Manufacturer(s)

The Manufacturer of the Covered Handset

1.11 Hong Kong

Hong Kong Special Administrative Region of the People's Republic of China.

1.12 IMEI

International Mobile Station Equipment Identity.

1.13 Period of Insurance

The period specified in the Schedule.

1.14 Policy

This contract between You and Us, which is made up of these Policy provisions, the Schedule, the application and any other declaration made by You.

1.15 Reimbursement Amount

The amount to be reimbursed to You under this Policy.

1.16 Retail Price

The price of the Covered Handset specified in the Schedule.

1.17 Sales & Services Agreement

The mobile phone sales and services contract made between You and 3 Hong Kong.

1.18 Schedule

The document which is issued to You and which sets out the Period of Insurance, the Covered Handset and other important details about Your Policy. A **certificate of insurance** issued to You is the same as the Schedule and means the same thing for the purposes of this Policy.

1.19 Stolen/Theft

The taking and removing of property by another person without consent and with the intent to permanently deprive the true owner of possession, including by force, intimidation or deception.

1.20 You/Your

The person(s) named in the Schedule as the Policy Holder.

1.21 3 Hong Kong

Hutchison Telecommunications (Hong Kong) Limited.

2. COVER

2.1 We will indemnify You in the event of:

- Accidental Damage of the Covered Handset which is Damaged Beyond Repair, resulting in the total loss of use; or
- Accidental Loss or Theft of the Covered Handset,

that occurs during the Period of Insurance anywhere in the world.

3. BASIS OF CLAIM PAYMENT

3.1 The maximum Reimbursement Amount We will pay will be HK\$4,000 or 50% of Retail Price of the Covered Handset (whichever is the lesser amount).

3.2 Only one claim may be made during the Period of Insurance.

4. EXCLUSIONS

4.1 We will not indemnify You in respect of following loss or damage to the Covered Handset.

- a) Damage to the Covered Handset which is not accidental in nature;
- b) Gradual deterioration;
- c) Damage that does not affect the functioning of the Covered Handset, including but not limited to scratches, cracks (other than cracked glass/display), split, distortion, or change of colour or outward form;
- d) Loss or damage which is covered by warranties of the handset manufacturer(s);
- e) Any defects that are subject to manufacturer's recalls;
- f) Confiscation or damage by any government, police officer, customs official, or other person acting under colour of law;
- g) Loss due to any virus, or the malfunction of any software, including but not limited to loss or damage to any application programs (apps), files or data, or otherwise a loss or damage resulting from an impairment in the function availability range of use or accessibility of apps, files or data;
- h) Losses caused by inherent product defect or other condition existing at the time of purchase;
- i) Loss due to illegal activity or any criminal or civil fines, penalties or punitive or exemplary or aggravated damages;
- j) Any act which is intended by You to cause, or could be expected from the standpoint of a reasonable person to cause damage, even if the damage is of a different degree or type than actually intended or expected;
- k) Consequential damage or loss in relation to any of the foregoing.

4.2 **Cyber risks**

This Policy does not provide cover for the following:

1. Loss of, or damage to, data or software, in particular any change in data, software or computer programs caused by a deletion, corruption or deformation of the original structure, and any business interruption losses resulting from this loss or damage.
2. 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.

4.3 **Sanctions**

This exclusion applies despite anything else set out in this Policy which may appear to be contradictory.

If, because of any law or regulation which applies to Us (either at the time the Policy commenced or at any point afterwards), providing cover to You would be unlawful because it would breach a 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, no cover or benefit under this Policy will be provided to You and We will have no liability whatsoever to you, to the extent it would be in breach of any such law or regulation.

5. **CONDITIONS**

5.1 Claim Conditions

5.1.1 When making a claim under this Policy, You must provide the following documents within 30 days of the occurrence of accident.

- (A) A Sales & Services Agreement or sales receipt (for standalone phone purchase) showing the Date of Purchase, IMEI number and Your name.
- (B) For Accidental Loss or Stolen claims, a police report or police statement stating the brand, model and IMEI Number of the handset, the date, location and cause of loss. Such loss must be reported in person within 24 hours to the closest local police station of the Accidental Loss or Theft of Covered Handset
- (C) For a Damaged Beyond Repair claim, a written confirmation from the Handset Manufacturer or its Authorised Repair Centre stating brand, model and IMEI Number of the handset, date of inspection, cause of damage and the Covered Handset is damaged beyond repair or the cost of repair is greater than the value of the Covered Handset.

5.1.2 If We approve a reimbursement, You must:

- (A) purchase a replacement handset of the original handset model from a Designated Reseller within 30 days of Our approval;
- (B) send to Us the purchase receipt from the Designated Reseller, which must set out the handset brand and model of the replacement handset.

Once we receive the purchase receipt We will send the reimbursement cheque to you.

5.1.3 We have the absolute and final right to approve or reject the Reimbursement according to the submitted information. The approved Reimbursement will be settled by cheque and will be sent to Your last known address.

5.2 General Conditions

5.2.1 You must be a customer of 3 Hong Kong who has purchased the Covered Handset from 3 Hong Kong.

- 5.2.2 You must continue to hold a 3 Hong Kong service subscription plan during the Period of Insurance if the Covered Handset was purchased with a subscription plan.
- 5.2.3 The Covered Handset must be new when purchased. The Application for this Policy must be made within 10 days of the Date of Purchase of the Covered Handset.
- 5.2.4 You must not have more than 2 effective policies at the same time with Us.
- 5.2.5 You must obtain the IMEI before the start of this Policy.
- 5.2.6 You must maintain the Covered Handset in a proper state of repair and take all reasonable precautions to prevent damage to it.
- 5.2.7 This Policy may be cancelled according to the following:-
- (a) You may cancel this Policy by sending written notice to Us.
 - (b) This Policy may be cancelled by Us without prior notice to you upon the occurrence of any of the following events:
 - (i) The reimbursement for replacement of the handset is made by You and is settled by Us.
 - (ii) Your service plan with 3 Hong Kong is terminated if the Covered Handset was purchased with a subscription plan;
 - (iii) Your service plan with 3 Hong Kong has been transferred to another person; and/or You are not the Covered Handset and 3 Hong Kong active service user if the Covered Handset was purchased with a subscription plan.
 - (iv) You are in breach of the terms of this Policy or guilty of fraud or misrepresentation in Your dealings with Us.
 - (c) We may also cancel the Policy without cause at any time by sending 14 days' notice to your registered email address.
- 5.2.8 All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If We deny liability to You for any claim under this Policy and You do not refer the denial to arbitration under this clause within twelve calendar months from the date of the denial, the claim shall for all purposes be deemed to have been abandoned and no further action may be taken by You in respect of that claim.
- 5.2.9 You must, at our request and expense, do, agree to do or permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which We shall be or would become entitled or subrogated upon Us paying or making good any damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by Us.
- 5.2.10 If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, We shall not be liable to pay or contribute to any claim under such other policy.
- 5.2.11 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 You and Us (or Your or Our authorised representatives).