

MonCare Mobile Screen Protection Policy



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 Authorised Repair Centre(s)

Sony Xperia™ Care center in Hong Kong.

1.3 Company/Us/We/Our

FWD General Insurance Company Limited.

1.4 Covered Device

The screen and/or its attached LCD panel of a handset that was purchased at a Sony authorised dealer in Hong Kong by You with the IMEI stated in the Schedule ("the Handset").

1.5 Hong Kong

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

1.6 IMEI

International Mobile Station Equipment Identity.

1.7 Period of Insurance

The period specified in the Schedule.

1.8 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.

1.9 Reimbursement Settlement

The amount refunded for costs incurred or expenses paid by You.

1.10 Schedule

The document which is issued to You and which sets out the Period of Insurance, the Covered Device 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.

1.11 Sony

Sony Mobile Communications International AB

1.12 Sony Authorised Dealer

Retailer authorised by Sony to sell Sony mobile phones in Hong Kong.

1.13 You/Your

The person(s) named in the Schedule as the Insured.

2. COVER

2.1 We will indemnify You for Accidental Damage to the Covered Device that occurs during the Period of Insurance anywhere in the world.

3. BASIS OF CLAIM PAYMENT

3.1 The maximum Reimbursement Settlement We will pay will be HK\$800.

3.2 Only one claim may be made for Accidental Damage to the Covered Device during the Period of Insurance.

4. Exclusions

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

- a) Loss or damage which is not accidental in nature;
- b) Loss or damage that is beyond or not applicable to repair;
- c) Loss or damage due to gradual deterioration including normal wear and tear and mechanical or electrical derangement, water damage, theft, abusive, willful or intentional conduct associated with the handling and use of the Covered Device;
- d) Loss or damage that does not affect the functionality of the Covered Device, including but not limited to scratches, cracks (other than cracked glass/display which affects the functionality of the screen), split, distortion, or change of colour or outward form;
- e) Loss or damage which is covered by warranties of the handset manufacturer(s);
- f) Loss or damage for which service or recovery may be obtained under any recall campaign or class action suit;
- g) Any other repair, refurbishment or replacement of any other component of the Handset itself;
- h) Loss or damage to the Covered Device which IMEI number has been changed, removed, erased, defaced, altered or is illegible; or
- i) Loss or damage to the Covered Device which has undergone unauthorised modification or connections, unauthorised opening, repair with use of unauthorised spare parts, or repair by an unauthorised person or at an unauthorised location.

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 detrimental 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.

- (A) An official repair receipt and maintenance order issued by Sony and/or its Authorised Repair Centre(s) in Hong Kong, and this should include the following.

For official repair receipt

- (i) the IMEI number of the Handset,
- (ii) date of repair,
- (iii) description of repaired items,
- (iv) repair cost of the damaged screen or LCD panel.

For maintenance order

- (i) the IMEI number of the Handset,
- (ii) the model of the Handset,
- (iii) date of purchase,
- (iv) date of repair,
- (v) cause of damage to screen or LCD panel and repair cost of the damaged screen or LCD panel.

(B) A receipt of purchase showing the date of purchase, IMEI number, the name and address of retailer.

5.1.2 The official repair receipt, maintenance order and receipt of purchase must be filed with Us within 30 days after the completion of the repair or replacement.

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 The handset must be purchased in Hong Kong as new.

5.2.2 You must obtain the IMEI before the start of this Policy.

5.2.3 The repair or replacement must be handled by Sony and/or its Authorised Repair Centre(s) in Hong Kong only.

5.2.4 You shall maintain the Covered Device in a proper state of repair and take all reasonable precautions to prevent Damage to it.

5.2.5 This Policy may be cancelled according to the following:-

- (a) You may cancel this Policy by sending written notice to Us.
- (b) We may cancel the Policy by sending 14 days' notice by email to your registered email address.

5.2.6 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.

5.2.7 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.

5.2.8 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.

5.2.9 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).