



Summary of Coverage

All-Rounded Mobile Phone Accidental Damage Protection Plan Exclusively for China Mobile Hong Kong Customers underwritten by FWD General Insurance Company Limited (“FWD”) to China Mobile Hong Kong Company Limited (“CMHK”) (“The Policy”)

CMHK (“the Policyholder”) has applied to FWD General Insurance Company Limited (hereinafter called the “Company” or “FWD”) for the insurance contained in this Policy.

In consideration of the application and the Premium, the Company will, subject to the terms, conditions, limitation, exclusions and definitions contained in this Policy, pay the Handset Owner the Reimbursement Amount in the event of Accidental Damage.

All schedules and endorsements if any attached hereto and issued by the Company from time to time shall, unless superseded or cancelled by the Company, form an integral part of this Policy and shall have the same force and effect as if expressly set out in the body of this Policy and any reference to this Policy shall include such schedules and endorsements as the same are or may be renewed or amended from time to time.

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。

DEFINITIONS

In this Policy where consistent with the contents the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa; and the following words shall have the meanings set opposite them below:

Accidental Damage means the Breakdown of the Handset due to either:

- (a) an unforeseen event which causes physical damage to the Handset, or
- (b) deliberate damage caused to the Handset by a third party (“**Malicious Damage**”),

which extends to include damage as a result of the Handset 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 Handset to operate as intended by the manufacturer.

CMHK means China Mobile Hong Kong Company Limited.

Consumables means items such as batteries, chargers, memory cards, headsets, knobs, lids, filters and stylus, bulbs, tapes and diskettes or other regularly replaced products.

Damaged Beyond Repair means, in relation to Accidental Damage of a Handset, the Handset manufacturer or Handset manufacturer’s authorised repairer has confirmed that the Handset is damaged beyond repair or the cost of repair is greater than 75% of the Undiscounted Retail Price.

Date of Purchase means the date on which the Handset is purchased as stated in the Handset Contract and/or the date on which the Handset Owner has subscribed to a CMHK’s subscription plan that connects the Handset to one or more networks operated by CMHK as stated in the Handset Contract.

Handset means a mobile phone handset that was either (a) purchased from CMHK, or (b) purchased from CMHK with a designated service plan, excluding any accessories, components, attachments or software that have been supplied with, or purchased additionally to the Handset.

Handset Contracts mean [the sales invoice of the Handset to be issued by CMHK or the service contract between the Handset Owner and CMHK for the Handset Owner’s subscription of one or more networks connection operated by CMHK.

Handset Owner means to the owner of Handset.

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

Policyholder refers to China Mobile Hong Kong Company Limited.

Protection Plan means the “All-Rounded Mobile Phone Accidental Damage Protection Plan” to provide coverage of Handset for Handset Owner under the Summary of Coverage. This Protection Plan is paid by CMHK and underwritten by FWD.

Registration means the registration of the Handset with the Company under the Protection Plan in a form prescribed by the Company.

Reimbursement Amount means the amount to be reimbursed by the Company to the Handset Owner under Section 2.1.

Resident means either:

- (a) a holder of Hong Kong Identity Card; or
- (b) a foreign passport holder,

with the age of 18 or above and is residing in Hong Kong.

Term means a period of twenty-four (24) months from the Date of Purchase (both days inclusive), provided that the Handset Owner successfully completes the Registration.

Summary of Coverage means the summary of coverage of the Protection Plan as mentioned in FWD's designated website.

Undiscounted Retail Price means the original price of Handset without any subsidies as at the Date of Purchase as shown on the sales receipt of the Handset that is under a value of HK\$ 20,000.

SECTION 1 - INSURANCE AGREEMENT

1.1 The Company will pay the Reimbursement Amount to Handset Owner in the event of Accidental Damage.

1.2 The Protection Plan is personal to Handset Owner and may not be assigned to any person without the consent of the Company.

SECTION 2 - REIMBURSEMENT AMOUNT

2.1 Upon the Company's approval of a claim by the Handset Owner, the Company will pay the Handset Owner:

(a) 80% of the repair cost up to a maximum of HK\$12,000 in the 1st and 2nd year respectively that the Handset Owner pays to the Handset manufacturer or Handset manufacturer's authorised repairer for repairing the covered Handset as a result of Accidental Damage, provided that the repair cost is below 75% of Undiscounted Retail Price of the covered Handset (for the avoidance of doubt, 20% of the repair cost that the Handset Owner pays to the Handset manufacturer or Handset manufacturer's authorised repairer will be borne by the Handset Owner and will not be reimbursed by the Company); or

(b) subject to Section 2.2 below, if the Handset is Damaged Beyond Repair or repair cost is more than 75% of Undiscounted Retail Price of the covered Handset:

- (i) during the first (1st) year of the Term, 70% of the Undiscounted Retail Price of the covered Handset up to a maximum of HK\$ 8,000; or
- (ii) during the second (2nd) year of the Term, 40% of the Undiscounted Retail Price of the covered Handset up to a maximum of HK\$ 5,000,

((a) and (b) together, "**Reimbursement Amount**").

2.2 If the Handset is Damaged Beyond Repair, the Handset Owner must purchase the replacement Handset of the original covered Handset model (or a handset model which is not more than the Undiscounted Retail Price of the original covered handset, if the original covered Handset model is no longer available in CMHK) from CMHK.

2.3 If the Handset that is Damaged Beyond Repair has been replaced and the Handset Owner has been reimbursed under Section 3.1(b), the Protection Plan with the Handset Owner will terminate on the date the original covered Handset that is Damaged Beyond Repair is returned to the Company.

2.4 The Handset Owner is entitled to make unlimited claims under Section 2.1(a).

2.5 The Handset Owner is only entitled to make a maximum of one (1) claim under Section 2.1(b).

SECTION 3 - ELIGIBILITY

3.1 For the Handset Owner to be eligible to make a claim under the Protection Plan, the Handset Owner must:

- (a) be an individual customer of CMHK;
- (b) be a Resident; and
- (c) have successfully completed the Registration.

SECTION 4 – CLAIM PROCEDURES

4.1 The Company will only pay a claim submitted by the Handset Owner if:

- (a) the Handset Owner has followed the claim procedures specified in [FWD's designated website](#) (as amended from time to time) or such other procedures FWD or CMHK may specify from time to time;
- (b) the Accidental Damage has occurred during the Term;
- (c) the Handset Owner has returned all the required documentation and fully provides all information to the Company within one (1) month from the date of occurrence of the incident that caused the Accidental Damage;
- (d) the Handset Owner has provided to the Company with, if requested, any supporting documentation or evidence to allow the Company to assess the claim made by the Handset Owner under the Protection Plan;
- (e) the Handset Owner authorizes the Company to pursue further enquiries in relation to the claim made by the Handset Owner under the Protection Plan;
- (f) the Handset Owner provides to the Company further supporting documentation or evidence, within one (1) month of the notice of the Company's request (both days inclusive);
- (g) all the information or documentation provided by the Handset Owner are true, accurate and complete to the best of the Handset Owner's knowledge and are not misleading information; and
- (h) if a previous claim has been declined by the Company and the Handset Owner makes any subsequent claims under the Protection Plan, the Handset Owner provides satisfactory evidence to the Company that the Handset has been repaired by the Handset Manufacturer or the Handset Manufacturer's authorized repairer before the occurrence of the incident that caused the Accidental Damage.

4.2 When making a claim, the Handset Owner shall complete an online e-submission form that is available on the Company's website within one (1) month of the occurrence of incident that caused the Accidental Damage. The information and documents under the online e-submission form to be provided by the Handset Owner include but not be limited to:

- a) Handset Owner's name and contact information;
- b) Handset Owner's Hong Kong identity card number or passport number (if applicable);
- c) Handset model/type/IMEI Number;
- d) the Date of incident that caused the Accidental Damage;
- e) the Date of notification to the Company of claim;
- f) detailed description of the Accidental Damage and the cause of damage; and

- g) (i) if the claim is made under Section 2.1(a) the repair cost quotation and original invoice issued by the Handset manufacturer or Handset manufacturer's authorised repairer, stating the IMEI number, the model of the handset, date of repair, cause of damage and actual repair cost paid by Handset Owner; or
- (ii) if the claim is made under Section 2.1(b), a written confirmation or quotation issued by the Handset manufacturer or Handset manufacturer's authorised repair center of the designated handset brands showing the IMEI Number, date of inspection, cause of damage and the covered handset is damaged beyond repair or the cost of repairs is greater than 75% of the Undiscounted Retail Price of the covered Handset, and the original purchase invoice of the new replacement Handset issued by CMHK.

4.3 If the claim is made under Section 2.1(b) and upon the Company's request, the Handset Owner shall return to the Company the Handset charger and the original covered Handset that is Damaged Beyond Repair and the title of such Handset shall be vested in the Company.

4.4 The Company may settle a claim under the Protection Plan by a cheque payable to the Handset Owner, unless the Handset Owner for the reasons acceptable to the Company requests otherwise, or the Company, at its sole discretion, considers it preferable to settle the claim in another manner. The Handset Owner shall fully cooperate with the Company in its handling of the claim.

SECTION 5 - EXCLUSIONS

The Policy does not cover any Handset and/or any claim which may arise from or in connection with any of the following:

- (a) any damage that are still covered by the Handset manufacturer's original warranty, repairer's warranty, or any other warranty in effect;
- (b) any defects that are subject to Handset 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 Handset), or product finish, and any matter or damage not affecting the Handset's normal operation or functionality; Consumables, accessories used in or with the Handset; audio and video external cables and cords; add on options incorporated;
- (e) software (including operating 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 Handset;
- (g) external faults such as wiring, electrical connection or plumbing, power voltage or current, realigning of signal receivers (poor receptions);
- (h) Malicious Damage unless the incident having been reported to the Police within forty-eight (48) hours of such incident;
- (i) Any Accidental Damage directly or indirectly caused by or attributable to:
 - i. any Breakdown, malfunction or damage resulting from incorrect installation or re-installation, faulty software or programming, or otherwise not following the manufacturer's operating or guidance instructions;
 - ii. wear and tear or gradual deterioration of the Handset, or any damage that cannot be attributed to a single incident;
 - iii. humidity, sweat, corrosion, rust, condensation or evaporation, dampness, dust or change in temperature, unless directly attributed to sudden and unforeseen event (such as accidental contact with water or any other fluids);

- iv. any wilful act, misuse or negligent use of the Handset by Handset Owner or anyone authorized by Handset Owner to use the Handset;
 - v. any unlawful act committed or attempted by Handset Owner or by anyone authorised by Handset Owner to use the Handset;
- (j) any loss or unexplained disappearance or misplacing of the Handset;
- (k) 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;
 - ii. war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalization, confiscation, requisition, seizure or destruction by the government or any public authority;
 - iii. ionizing radiations or contamination by the radioactivity from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - iv. pressure waves caused by aircraft or other aerial Handsets traveling at sonic or supersonic speeds; or
 - v. terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- (l) any damage where:
- i. the Handset Owner cannot present the covered Handset;
 - ii. the IMEI number cannot be identified and the nature of the damage does not substantiate damage to the IMEI number; or
 - iii. the IMEI number has been tampered with; and
- (m) any loss or damage directly or indirectly caused by communicable disease as per Communicable Disease Exclusion Endorsement (LMA5393 rev) below:
 Communicable Disease Exclusion Endorsement (LMA 5393 rev)
 (applicable to the coverage with 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.
- (n) consequential damage or loss in relation to any of the foregoing.

SECTION 6 – TERMINATION OF THE PROTECTION PLAN WITH THE HANDSET OWNER

6.1 The Protection Plan shall be terminated with immediate effect without prior notice to the Handset Owner if:

- (a) any fees of the Handset Owner's Handset Contract are not paid in full and remain overdue for two (2) consecutive months as notified by CMHK;
- (b) the Handset Owner is in breach of any of the terms of Protection Plan; or (c) the information or documentation provided by the Handset Owner to the Company are not true, accurate and complete to the best of the Handset Owner's knowledge and are misleading information, in which case, the Handset Owner may have to repay to the Company all or part of the Reimbursement Amount that have already been paid to Handset Owner.

6.2 Upon termination of the Protection Plan, neither the Handset Owner nor FWD shall have any liability to the other, but without prejudice to any rights and obligations which have accrued prior to termination of the Protection Plan.

SECTION 7 – VARIATIONS

FWD are entitled to vary, amend, delete or add to any or all provisions of this Policy and Terms and Conditions at any time. Such amendments will be effective immediately (unless FWD advises otherwise) and incorporated into this Policy or Terms and Conditions (as applicable). The Handset Owners are responsible for checking the Terms and Conditions periodically for changes. The Handset Owner's continued use of the Protection Plan constitutes the Handset Owner's acceptance of such amendments to the Terms and Conditions, which shall supersede all previous versions of the Terms and Conditions.

SECTION 8 – GOVERNING LAW

8.1 This Policy shall be governed by and construed in accordance with the laws of Hong Kong. Any terms of this Policy which are in conflict with the applicable statutes, laws or regulations of Hong Kong are deemed amended to conform to such statutes, laws or regulations. It is agreed that this Policy does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage of this Policy.

8.2 The parties hereby submit to the exclusive jurisdiction of the Hong Kong courts in respect of any dispute or claim arising out of or in connection with this Policy, or its breach, termination, formation or validity.

SECTION 9 – CONTRACTS (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 only parties who may enforce the terms of this Policy are the Company and the Policyholder (or their authorized representatives).

2021 Version