

EASY GADGET PROTECTION TERMS AND CONDITIONS (For HKT Care Gadget 360 Customer)

You should read these Terms and Conditions carefully. Any claims made by You will be subject to these Terms and Conditions.

Section 1 – DEFINITIONS

Accidental Damage means any physical damage, including damage caused by fire and/or Liquid Damage, caused to the Gadget which was not deliberately caused by You.

Breakdown means 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.

Claim(s) means a claim for any of the entitlements and benefits under this Policy. Underwriter will be at liberty to decide whether to settle Claims by replacing or reimbursing the Gadget(s) to You subject to the provisions contained in this Policy

Gadget(s) means electronic gadget(s) bought in Hong Kong belonging to You or any Member(s) of Your 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.

Home means Your permanent residence shown on the Policy Schedule.

Limit(s) means 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)

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

Malicious Damage means any damage caused to the insured Gadget which was deliberately caused by any other person.

Material Changes means 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.

Member(s) of Your immediate family means Your mother, father, son, daughter, spouse or domestic partner who resides with You at Your Home.

Period of Insurance means, commencing on the date We receive Your validly completed application for subscription to this Policy in a form acceptable to Us and expiring on the earliest of twenty-four (24) months from the date of receipt of your application, or the date of expiry or earlier termination of Your HKT service subscription.

Policy means the terms and conditions of the contract of Easy Gadget Protection insurance as agreed between You and the Underwriter.

Precautions means all measures that would be deemed appropriate to expect a person to take in circumstances to prevent loss or damage of Your Gadgets.

Premium(s) means the sum of money that You agree to pay to Underwriter under this Policy in return for the entitlements and benefits set out in it.

Proof of purchase/Warranty card means a document to evidence that the Gadget for which You are claiming belongs to You.

Replacement Price means 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.

Serial number means a unique code used to identify a Gadget.

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

Theft means the unauthorized dishonest appropriation of Your Gadget other than the 'Gadget excluded list' being specified in the schedule of this policy, by another person with the intention of permanently depriving You of it.

Unattended means when away from Your Home; not within Your sight at all times or out of Your arms-length reach.

Underwriter means FWD General Insurance Company Limited

Waiting Period means 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.

We, Us and Our means HKT Financial Services (IA) Limited.

You and Your means the person who is over 18 years old, who owns / uses the Gadget(s) as stated in the Policy.

Section 2 – BASIS OF CONTRACT

This Policy is issued in consideration of the payment of Premium and pursuant to the answers given in when You applied for this insurance and any other disclosures made by You between the time when You applied for this insurance and the time this contract is entered. The answers and any other disclosures given by You shall form part of this contract of insurance between You and the Underwriter. In the event of any pre-contractual misrepresentation made in relation to Your answers or in any disclosures made by You, it may result in avoidance of Your contract of insurance, refusal or reduction of Your Claim(s), change of terms or termination of Your contract of insurance.

Section 3 - COVERAGE

Subject to the definitions, exclusions, limits and conditions hereinafter contained, this Policy insures the property described against direct physical loss or physical damage suffered by You during the Period of Insurance 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. You 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 Underwriter will result in a limit to HK\$300 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:

<u>Age of Gadget</u>	<u>Percentage of Depreciation (based on purchase price)</u>
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 months	70%

- f. Limits of Claims:
Aggregate limit up to HK\$ 5,000 in every 12 months within the Period of Insurance. Each Gadget is limited to HK\$ 2,000 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.

Section 4 - 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, Icon, 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.

Underwriter 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 Underwriter 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 You.

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 Underwriter 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 You.

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 You and/or Your 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 Underwriter at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to You 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 Underwriter shall provide no coverage or benefit or have no liability whatsoever to You, 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 Your 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 Your premises
25. The insured Gadgets are not covered for Theft :
 - a) from any building or premises including Your 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 You or someone acting on behalf of You 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;
 - c) when away from Home unless the Gadget is concealed on or about You 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.

Section 5 - CLAIMS

5.1 Notice Of Claim

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

- a) You shall call Our hotline (8209 0098) or Underwriter's hotline (3123 3123) to register a Claim; or
- b) You to notify Underwriter by writing

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

You shall provide all necessary information and assistance to enable Underwriter 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 Underwriter rejecting the Claim.

5.2 Limitation Of Claims

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

5.3 Proof Of Claim

All Gadgets must be within the first thirty six (36) months from the date of purchase to qualify. You 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 Underwriter will result in a limit to HK\$300 per each Gadget.

In the event of loss of Gadget(s), You shall forward the police reports to Underwriter. In the event of a Damaged Gadget(s), You shall forward the Damaged Gadget(s) to Underwriter at Your own expenses.

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

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

5.4 Salvage

Underwriter 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 You 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 You to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy. You and/ or a Member of Your immediate family must provide all necessary information, documents and reasonable assistance as Underwriter may require.

5.5 Receipts

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

5.6 To Whom Indemnities Are Payable

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

Section 6 – GENERAL CONDITIONS

6.1 Misrepresentation In Application

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

- a) in the event that there has been a failure to disclose or there has been any misrepresentation of any fact with respect to You 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.

6.2 Termination Of Coverage

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

- a) Your service subscription plan with HKT is terminated;
- b) Your service subscription plan with HKT has been transferred to another person or entity;
- c) Any Premium/service fee is not paid in full and remain overdue for two (2) consecutive months;
- d) You are in breach of any of the terms and conditions of this Policy or guilty of fraud or misrepresentation in Your dealings with Us.

Upon termination of this Policy, neither You or Us shall have any liability to the other, but without prejudice to any rights and obligations which have accrued prior to termination of this Policy. Any outstanding Premium / service fee, if any, must be settled by You immediately.

6.3 Your Duty

You are required to provide accurate and complete information to Underwriter.

6.4 Duty Of the Member(s) of Your immediate family

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

6.5 Changes and Alterations To Gadget(s)

You must notify Underwriter 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) You sell or transfer ownership of Your 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) You change Your Gadget(s) for any reason other than under a manufacturer's warranty exchange scheme or a Claim under this Policy.

6.6 Settlement Options

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

- (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).

6.7 Other Insurance

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

Section 7 – VARIATIONS

We are entitled to vary, amend, delete or add to any or all of these Terms and Conditions at any time. Such amendments will be effective immediately (unless We advise otherwise) and incorporated into these Terms and Conditions. You are responsible for checking these Terms and Conditions periodically for changes. Your continued use of Easy Gadget Protection insurance constitutes Your acceptance of such amendments to these Terms and Conditions, which shall supersede all previous versions of the Terms and Conditions.

SECTION 8 - GOVERNING LAW

This Policy shall be governed by the law of Hong Kong. Any terms and conditions 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.

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