

Device Protection Insurance Policy – Basic 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 – Basic Plan (the Policy) for the coverage set out in Article 1 (the “Coverage”), Bolttech Insurance (Hong Kong) 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	Cracked Screen Only – Repair Service	Maximum 2 claims per policy year of 12 months	Refer to Deductible shown on the Policy Schedule

* 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 Item, please refer to Part 2: Description of Coverage

Part 2: Description Of Coverage

Benefit Item 1: 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 (email to: claims.hk@bolttechinsurance.com for detailed terms and conditions) after the claim is approved.

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

In the circumstance that the Device is damaged beyond front screen, the Service Provider will still replace the front screen only.

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

Part 4: Applicable Exclusions

In addition to Article 5 – General Exclusions 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 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.
- l) 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.
- m) 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;
- n) Any loss that do not occur during the Period of Insurance.
- o) Any loss or damage as a result of Burglary or Robbery of the Covered Device.

- p) Any loss or damage that is beyond or not applicable to repair.
- q) Any other repair, refurbishment or replacement of any other component of the Covered Device.

- r) 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 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 platform. The device make, model, color, capacity and IMEI numbers of the Covered Device are set out in the Policy Schedule.

"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 be 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.

"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 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.

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. Property Cyber And Data Endorsement (LMA5400)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
8. Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Computer System means:
 - 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

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

Notwithstanding anything to the contrary in this Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured Person 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 Kingdom, United States of America or The People's Republic of China/Hong Kong, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured Person, to the extent that it would be in breach of such law or regulation.

E. Communicable Disease Exclusion Endorsement (LMA 5393 rev)

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 3344 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. Repair Services for the Damaged Covered Device

If the Claim is approved by the Company, the Service Provider of the Company will collect the damaged Covered Device from the Insured for repair and afterward deliver the successful repaired Covered Device to the Insured door to door.

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

C. Delivery Schedule

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 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 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 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 email to: claims.hk@bolttechinsurance.com

To get in touch with the Service Provider:

Email to: claims.hk@bolttechinsurance.com 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

There will be no refund of premium to the Insured once coverage of this Policy has been operative.

Article 16 – Burden of Proof

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.

**Personal Information Collection Statement (“PICS”)
收集個人資料聲明**

Please scan the following QR code for review of Bolttech Insurance (Hong Kong) Company Limited’s (the “Company”) PICS. You can also request a copy of the PICS by calling the Company’s Customer Service Hotline at 3123 3344.

請掃描以下二維碼查看保特保險(香港)有限公司(「本公司」)的收集個人資料聲明。您亦可致電本公司的客戶服務熱線 3123 3344 索取收集個人資料聲明副本。



English



中文