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# AEON Screen Damage Protection Plan

## IMPORTANT INFORMATION ABOUT THIS COVER

This document sets out the Terms and Conditions relevant to the **Insured Person(s)** of AEON Screen Damage Protection Plan which will be available to all **Insured Person(s)** as defined. It is important that the **Insured Person** keeps it in a safe place as evidence of coverage. The AEON Screen Damage Protection Plan Policy Wording explains the nature of the arrangement and its relevant benefits and risks

**Insured Person(s)** should read the AEON Screen Damage Protection Plan Policy carefully. Any reimbursement made to the **Insured Person** will be bound by the definitions, terms and conditions, exclusions and reimbursement procedures set out in this document.

## PART 1: DECLARATION

In consideration of the declaration of the Insured Person's details by AEON Credit Service (Asia) Company Limited (herein called "**Policyholder**") to Chubb Insurance Hong Kong Limited (herein called "**the Company**"), the Company has agreed to insure the eligible **Insured Person(s)** to the extent hereto provided and subject to the exclusions and all other limitations and provisions of the Master Policy No. [AEONAC0001] (the "**Policy**").

## PART 2: SCHEDULE OF BENEFITS

Benefit	Maximum Sum Insured
Handset Screen Cover	HKD 1,500 / claim (max one (1) claim per <b>Insured Person</b> during <b>Period of Insurance</b> )

## PART 3: DEFINITIONS

The following defined terms shall have the meaning set out as follows in this Policy:

- AEON Card Premium** means AEON Card Premium UnionPay, AEON Card Premium Visa and AEON Card Premium Master Card
- Accident** or **Accidental** means a sudden, unforeseen and unexpected event happening by chance.
- Chubb, We, Us** and **Our** means the insurer, Chubb Insurance Hong Kong Limited.
- Commencement Date** means 12:01 a.m. Hong Kong Time on the date **We** agree to provide insurance under the Policy, provided that the Policyholder has paid the Premium to Us within twenty-one (21) days of that date.
- Eligible Handset** means a mobile phone handset which is newly purchased and paid by **Insured Person's AEON Card Premium** during **Period of Insurance**.  
"**Eligible Handset**" does not include any watches, any accessories, components, attachments or software that have been supplied with, or purchased additionally to the **Eligible Handset**.
- Excess** means the first amount of the loss which **Insured Person** must pay if **Insured Person** has a claim and the **We** will only be liable for the amount which is over and above that amount (up to the **Sum Insured** specified in the **Policy Schedule**). It applies to each loss or claim.
- Hong Kong** means the territorial limits of the Hong Kong Special Administrative Region of the People's Republic of China.
- Insured / Policyholder** means AEON Credit Service (Asia) Company Limited
- Insured Person** means designated AEON credit cardholders declared by the **Policyholder** and who:
  - Have an **Eligible Handset** paid for outright in a single transaction using **Insured Person's AEON Card Premium** (including through the redemption of any AEON redemption programs); & / or

- Have an **Eligible Handset** paid for on a monthly contract / subscription plan by using **Insured Person's AEON Card Premium**, switching from an alternative payment method to **AEON Card Premium** will be excluded.
  - is aged 18 or above; and
  - is a Hong Kong resident.
10. **Period of Insurance** means the period of twelve (12) consecutive months when the **Insured Person** purchases an Eligible Handset by using Insured Person's **AEON Card Premium** during the **Period of Insurance** of the **Policy**.
11. **Renewal Date** means the last date of the applicable **Policy** on which the **Policy** may be renewed.
12. **Repairing Cost** means the cost of replacing or repairing the screen of the **Eligible Handset**.
13. **Sum Insured** means the relevant sum insured as specified in the **Policy Schedule** or the **Policy**. The **Sum Insured**, or any other amount stated in the **Policy** and any claim settlements.

## The Agreement Between Insured Person and Us

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In return for the **Policyholder's** payment of the Premium required by **Us**, **We** agree to indemnify **Insured Person(s)** against loss, damage or liability caused by a covered event occurring during the **Period of Insurance**, subject to the terms, conditions and exclusions of the **Policy**.

## PART 4: DESCRIPTION OF COVER

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### Handset Screen Cover

**We** will cover the **Repairing Cost** up to HK\$1,500 of the damaged screen of the **Eligible Handset** resulting from an **Accidental** drop or impact. Reimbursement is restricted to one (1) eligible claim in any one (1) twelve (12) month period.

This **Policy** will not cover any screen damage to the **Eligible Handset** that is not a result of Accidental Damage.

## PART 5: EXCESS

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An 10% **Excess** will be deducted for each and every successful claim of the actual **Repairing Cost** incurred.

## PART 6: GENERAL EXCLUSIONS

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These General Exclusions apply to the whole of the Policy unless otherwise stated. This Policy does not cover:

1. Replacement of any other parts of the **Eligible Handset** other than the glass or plastic screen unless the manufacturers authorised process determines a replacement by way of a like for like refurbished phone of the exact model.
2. Screen damage resulting from:
  - (a) Any process of cleaning, servicing, inspection, maintenance, adjustment or repair;
  - (b) Breach of the manufacturer's operating or guidance instructions;
  - (c) Wear and tear or gradual deterioration of the equipment, or any damage that cannot be attributed to a single incident;
  - (d) Corrosion, rust, condensation or evaporation, dampness, dust or change in temperature, unless directly attributed to sudden and unforeseen damage;
  - (e) Any wilful act, intentional or reckless misuse of the equipment by **Insured Person** or anyone authorised by the **Insured Person** to use the equipment;
  - (f) Any lawful act committed or attempted by **Insured Person** or by anyone authorised by **Insured Person** to use the equipment;
  - (g) Any competitive sports activity.

3. The first amount of every successful claim (the **Excess**), wherever applicable.
4. Coverage will be voided, whether before or after the loss, if **Insured Person** has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to **Us**.
5. **We** have no duty to provide coverage under this **Policy** unless there has been full compliance with the duties.
6. **Insured Person** must use all reasonable means to avoid future loss.
7. In any action, suit or other proceedings where **We** allege that by reason of provision of any exclusion which may be applicable, any loss or damage that is not covered by this **Policy**, the burden of proving that such loss or damage is covered shall be on **Insured Person**.
8. For each of the coverages, regardless of the number of claims made individually or in aggregate, **We** will pay up to the maximum amount shown in the **Policy Schedule**.
9. 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.
10. Any claim resulting from ionizing or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel.
11. **We** will not pay any benefit for :
  - (a) Loss of the **Eligible Handset**;
  - (b) Theft of the **Eligible Handset**;
  - (c) Any incident prior to the **Commencement Date** of the **Policy**;
  - (d) Any claim for malicious damage;
  - (e) Any claim as a result of not taking care of **Insured Person's Eligible Handset** for example but not limited to using **Insured Person's Eligible Handset** where damage to the device is likely to happen i.e. using **Insured Person's Eligible Handset** whilst taking a bath or using **Insured Person's Eligible Handset** whilst handling heavy duty equipment or in hazardous situations.
  - (f) Second hand/used handset ;
  - (g) Any repairs or other cost for repairs carried out by anyone not authorised by **Us** ;
  - (h) Any claim as a result of wear and tear or gradual deterioration of performance ;
  - (i) Any damage to accessories for **Insured Person's Eligible Handset** that were not in the same box as the **Eligible Handset** when it was purchased ;
  - (j) Any damage to SIM or memory cards in isolation (unless it accompanies a valid claim for **Insured Person's Eligible Handset** ;
  - (k) Any damage or loss of the data held on **Insured Person's Eligible Handset** – this means, but not limited to any pictures, software, downloads, apps and music;
  - (l) Damage to the **Eligible Handset** caused by product defects or product recalls which are covered by manufacturers warranty;
  - (m) Any modifications that have been made from the original specification of **Insured Person's Eligible Handset**. This would include but not limited to things like adding gems, precious metals or upgrading the hardware (i.e. adding more RAM) to **Insured Person's Eligible Handset**.

## PART 7: GENERAL CONDITIONS

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1. **Entire Contract:** This **Policy**, together with its endorsement(s), attachment(s) (if any), any application form completed by an **Insured Person**, together with any document(s) attached to that application form or referred to in it, comprise and constitute the entire contract of insurance. This **Policy** shall not be modified except by written amendment signed by an authorized representative of **The Company**.
2. **Sum Insured under each Section:** Once the **Sum Insured** available to an **Insured Person** under any Section of this **Policy** has been exhausted, that **Sum Insured** will not be reinstated and **The Company** will have no further liability under that Section to that **Insured Person**.
3. **Notice and Sufficiency of Claim:** Written notice of claim must be given to **The Company** as soon as is reasonably possible and in any event within thirty (30) days from the first day of the event giving rise to the claim under this **Policy**. Notice given by or on behalf of an **Insured Person** to **The Company** with information sufficient to identify the **Insured Person** shall be deemed valid notice to **The Company**.

**The Company**, upon receiving a notice of claim, will provide to an **Insured Person** such forms as it usually provides for filing proof of claim. The **Insured Person** shall, at his/her own expense, provide such certificates, information and evidence to **The Company** as it may from time to time require in connection with any claim under this **Policy** and in the form prescribed. Proof of all claims must be submitted to **The Company** within one-hundred-eighty (180) days from the first day of the event giving rise to a claim.

4. **Claims Investigation:** In the event of a claim, **The Company** may make any investigation it deems necessary and the **Insured Person** shall co-operate fully with such investigation. Failure by the **Insured Person** to co-operate with **The Company's** investigation may result in denial of the claim.
5. **Legal Action:** No legal action shall be brought to recover on this **Policy** until sixty (60) days after **The Company** has been given written proof of loss. No such action shall be brought after three (3) years from the date of loss.
6. **Assignment:** No assignment of interest under this **Policy** shall be binding upon **The Company**.
7. **Currency:** The **Sum Insured**, benefits and limit of liability stated in the **Schedule of Benefits** and this **Policy** are expressed in Hong Kong dollars. Notwithstanding the first sentence of this **Policy**, losses and/or benefits will be adjusted and paid in Hong Kong dollars or at **The Company's** option in the currency of the local country. When currency conversion is necessary when applying terms and conditions of the **Policy**, the rates of exchange to be adopted shall be those prevailing at the date of loss as per the exchange rate at the median level quoted on [www.oanda.com](http://www.oanda.com).
8. **Geographical Limit and Operative Time:** The geographical limit and operative time shall apply twenty-four (24) hours a day anywhere in the world during the **Period of Insurance**.
9. **Cancellation by The Company:** **The Company** may cancel this Policy at any time by sending written notice, stating the effective date of cancellation, to the **Insured Person's** last known address as shown in **The Company's** records. Cancellation will not affect valid claims already notified to **The Company** in accordance with General Condition 3 of this Policy.
10. **Premium:** **The Company** has no liability under this **Policy** until the premium is paid. The premium is deemed to be fully earned on the date this **Policy** is purchased. No refund of premium shall be allowed once the **Policy** has been issued.
11. **Mediation:** Any dispute or difference arising out of, or in connection with, this **Policy** must first be referred to mediation at the **Hong Kong International Arbitration Centre (HKIAC)** and in accordance with the HKIAC's mediation rules. If the mediation is abandoned by the mediator or otherwise ends without the dispute or difference being resolved, the dispute or difference must be referred to, and resolved by, arbitration at the HKIAC and in accordance with the HKIAC's domestic arbitration rules. If **The Company** refuses to pay any claim under this **Policy** and a dispute or difference arising from that refusal is not referred to mediation and, if necessary, arbitration, within twelve (12) months from the date of refusal, any claim against **The Company** arising from that dispute or difference will be barred.
12. **Fraud or Mis-statement:** Any false statement made by an **Insured Person** or concerning any claim shall result in **The Company** having the right to void this **Policy** or repudiate liability under it.
13. **Jurisdiction:** This **Policy** shall be governed and construed in accordance with the laws of **Hong Kong**. Subject to General Condition 11, any dispute under this **Policy** shall be settled in accordance with the laws of **Hong Kong**.
14. **Clerical Error:** Clerical errors by **The Company** shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.
15. **Breach of Conditions:** If the **Insured Person** is in breach of any of the conditions or provisions of the **Policy** (including a claims condition), **We** may decline to pay a claim, to the extent permitted by law.

16. **Interpretation of this Policy:** Please note that the English version of this **Policy** is the official version. This **Policy** has been provided to you in both English and Chinese languages for ease of reference only. The English version of the **Policy** will prevail if any dispute arises regarding the interpretation of any part of the **Policy**.
17. **Compliance with Applicable Economic and Trade Sanctions Laws:** This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Chubb Insurance Hong Kong Limited is a subsidiary/branch of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Hong Kong Limited is subject to certain US laws and regulations in addition to EU, UN and Hong Kong sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

## PART 8: HOW TO MAKE A CLAIM

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You can complete a claim form and submit together with the following required documents to Chubb Insurance Hong Kong Limited within thirty (30) days of the event taking place:

- Original receipts, including date of purchase, price, model and proof of credit card payment
- Photos of the damaged items showing the extent of the damage
- All bills, receipts and coupons

Please call 3191 6222 for further assistance.

**The Company reserves the right to request the Insured Person to provide any other information or documents which are not specified above, if necessary.**

## PERSONAL INFORMATION COLLECTION STATEMENT

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**The Company** (“**We/Us**”) want to ensure that Our **Insured Persons** (“**You**”) are confident that any personal data collected by **Us** is treated with the appropriate degree of confidentiality and privacy.

This Personal Information Collection Statement sets out the purposes for which **We** collect and use personally identifiable information provided by **You** (“**Personal Data**”), the circumstances when **Personal Data** may be disclosed and information regarding Your rights to request access to and correction of **Personal Data**.

### (a) Purposes of Collection of Personal Data

**We** will collect and use **Personal Data** for the purposes of providing competitive insurance products and services to **You**, including considering Your application(s) for any new insurance policies and administering policies to be taken out with **Us**, arranging the cover and administering and managing Your and Our rights and obligations in relation to such cover. **We** also collect the **Personal Data** to be able to develop and identify products and services that may interest **You**, to conduct market or customer satisfaction research, and to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of Our respective products and services. **We** may also use your **Personal Data** in other ways with your consent.

### (b) Direct marketing

Only with your consent, **We** may also use your contact, demographic, policy and payment details to contact **You** with marketing information regarding our insurance products by mail, email, phone or SMS. Tick the box below if **You** do not consent to receive such marketing information from **Us**.

### (c) Transfer of Personal Data

Personal Data will be kept confidential and **We** will not sell Your **Personal Data** to any third party. **We** limit the disclosure of Your **Personal Data** but, subject to the provisions of any applicable law, Your **Personal Data** may be disclosed to:

- (i) third parties who assist **Us** to achieve the purposes set out in paragraphs a and b above. For example, **We** provide it to Our relevant staff and contractors, agents and others involved in the above purposes such as data processors, professional advisers, loss adjudicators and claims investigators, doctors and other medical service providers, emergency assistance providers, insurance reference bureaus or credit reference bureaus, government agencies, reinsurers and reinsurance brokers (which may include third parties located outside Hong Kong);
- (ii) Our parent and affiliated companies, or any company within Chubb local and outside Hong Kong;
- (iii) the insurance intermediary through which **You** accessed the system;
- (iv) provided to others for the purposes of public safety and law enforcement; and
- (v) other third parties with your consent.

With regard to the above transfers of **Personal Data**, where applicable, **You** consent to the transfer of Your **Personal Data** outside of Hong Kong.

### (d) Access and correction of Personal Data

Under the **Personal Data** (Privacy) Ordinance (“**PDPO**”), **You** have the right to request access to and correction of **Personal Data** held by **Us** about **You** and **We** will grant **You** access to and correct Your **Personal Data** as requested by **You** unless there is an applicable exemption under the **PDPO** under which **We** may refuse to do so. **You** may also request **Us** to inform **You** of the type of **Personal Data** held by **Us** about **You**.

Requests for access or correction of **Personal Data** should be addressed in writing to:

Chubb Data Privacy Officer  
25th Floor, Shui On Centre  
No. 6-8 Harbour Road  
Wanchai, Hong Kong  
O +852 3191 6222  
F +852 2519 3233  
E Privacy.HK@Chubb.com

Your request to obtain access or correction will be considered within forty (40) days of Our receipt of Your request. **We** will not charge **You** for lodging a request for access to Your **Personal Data** and if **We** levy any charges for providing information, such charges will not be excessive. No fee is charged for data correction requests.



# AEON 屏幕損毀保障

## 有關本保障之重要事項

本文件載述條款及細則均與 AEON 屏幕損毀保障的**受保人**相關，此等條款將適用於所有指定**受保人**。**受保人**須將此文件保存於安全地方以作有關保障之證據。AEON 屏幕損毀保障之保單條款解釋了其性質及相關的保障和風險。

**受保人**必須細心閱讀本 AEON 屏幕損毀保障保單。**受保人**的所有索償均將受本文內所載的釋義、條款及細則、不受保事項及索償程序約束。

## 第一部分：聲明

根據 AEON 信貸財務（亞洲）有限公司（以下稱「**保單持有人**」）向安達保險香港有限公司（以下稱「**本公司**」）申報的**受保人**資料，本公司同意根據本保單規定，按照主保單[AEONAC0001]內所載的不受保事項及所有其他限制及條款提供保障予合資格**受保人**。（「**保單**」）

## 第二部分：保障計劃

保障	保額
手機屏幕保障	港幣 1,500 元 / 每宗索償 ( <b>受保人</b> 於 <b>受保期間</b> 最多索償一(1)次)

## 第三部分：釋義

在本保單內，下列詞彙應具有以下涵義：

- AEON Card Premium 系列**指 AEON Card Premium 銀聯、AEON Card Premium Visa 及 AEON Card Premium 萬事達卡。
- 意外或意外的**指偶然發生的突發、不可預見及意料之外的事件。
- 安達、我們及我們的**指保險公司，安達保險香港有限公司。
- 生效日**指**我們**同意提供保單內保障的日期當日上午 12 時 01 分（香港時間），惟保單持有人須於該日期後二十一(21)日內向**我們**繳付保費。
- 合資格手機**指於**受保期間****受保人**新購買並以 **AEON Card Premium** 付款的手機。  
「合資格手機」並不包括合資格手機所配套或另外購買的任何手錶、配件、元件、附件或軟件。
- 自負額**指**受保人**提出一項索償時，**受保人**必須支付損失的首筆金額，**我們**只須負責支付超過該金額的部分（最高金額為**保障計劃**內列明的**保額**）。**自付額**適用於各項損失或索償。
- 香港**指中華人民共和國香港特別行政區領土範圍。
- 投保人/保單持有人**指 AEON 信貸財務（亞洲）有限公司。
- 受保人**指由**保單持有人**申報的指定 AEON 信用卡持有人，且其：
  - 擁有**合資格手機**，並以**受保人**的 **AEON Card Premium** 作一次性交易全額付款購買（包括透過 AEON 任何積分換領計劃換領）；及／或
  - 擁有**合資格手機**，並以**受保人**的 **AEON Card Premium** 按月供／用戶收費計劃付款，不包括由原來其他付款方式轉用 **AEON Card Premium** 付款的情況；
  - 年滿十八歲或以上；及
  - 為**香港**居民。

10. 受保期間指於本保單的受保期間以受保人的 **AEON Card Premium** 購買合資格手機後連續十二(12)個月內。
11. 續保日指適用本保單的最後一個保單續保日。
12. 維修費用指更換或維修合資格手機屏幕的費用。
13. 保額指於保單承保表或保單內列明的相關保額，該保額或任何於保單及理賠事項上註明的其他金額。

## 受保人與我們之間的協議

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由於保單持有人支付我們所要求的保費，我們同意賠償受保人於受保期間因發生承保事件而引致的損失、損害或責任，惟須遵照保單的相關條款、細則及不受保事項。

## 第四部分：保障說明

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### 手機屏幕保障

倘若合資格手機因意外跌落或撞擊而造成屏幕受損，我們將提供最高港幣 1,500 元的維修費用保障，每十二(12)個月僅獲一(1)次索償。

本保單概不保障合資格手機因非意外損毀造成的屏幕損壞。

## 第五部分：自負額

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每項成功索償的實際維修費均將扣除 10% 的自負額。

## 第六部分：一般不受保事項

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除非另有註明，此等一般不受保事項均適用於保單整體。本保單不保障：

1. 更換合資格手機上除玻璃或塑膠屏幕外的任何其他部分，除非製造商設有認可流程確定可按同等基準更換同型號翻新手機。
2. 由以下原因造成的屏幕損壞：
  - (a) 任何清潔、檢修、檢查、保養、調整或維修處理流程；
  - (b) 違反製造商提供的操作或指引說明；
  - (c) 設備磨損或逐漸老化，或任何並非由單一事故引致的損壞；
  - (d) 腐蝕、生鏽、水汽凝結或蒸發、潮濕、灰塵或溫度變化，惟因不可預見的突發損壞直接引致者除外；
  - (e) 受保人或獲受保人認可使用設備的任何人士的任何蓄意行為、故意或貿然不當使用設備；
  - (f) 受保人或獲受保人認可使用設備的任何人士干犯或企圖干犯任何法律行為；
  - (g) 任何競技類體育活動。
3. 每項成功索償的首筆損失金額（自負額），如適用。
4. 假如受保人故意隱瞞或失實陳述與本保險有關的任何重大事實或情況或向我們提供虛假資料，則不論在損失發生之前或之後，保障將一律無效。
5. 除非各項責任均已獲悉數遵守，否則我們並無責任提供本保單項下保障。
6. 受保人須採用所有合理途徑避免日後損失。
7. 假如在任何訴訟、起訴或其他法律程序中，我們以任何可適用的不受保事項條款為理由指出任何損失或損毀不受本保單保障，則受保人負有證實相關損失或損毀應獲保障的舉證責任。
8. 就各項保障而言，我們將賠償不超過保單承保表內所列明的最高金額，與個人或集體索償的數目無關。
9. 戰爭、侵略、外敵行動（不論宣戰與否）、內戰、叛亂、革命、暴動或軍事或篡權事變、資產國有化、財產沒收，由政府或公共政權徵用、扣押或毀壞。

10. 因核子燃料或核子燃料燃燒後產生的任何核廢料造成的電離輻射或輻射污染而導致的任何索償。
11. 我們將不賠付以下損失：
  - (a) 合資格手機遺失；
  - (b) 合資格手機遭盜竊；
  - (c) 本保單生效日前發生的任何事故；
  - (d) 因惡意毀壞造成的任何索償；
  - (e) 因未妥善保管受保人的合資格手機造成的任何索償，例如（但不限於）在可能造成發生設備損壞的情況下使用受保人的合資格手機，如在沐浴時使用受保人的合資格手機，或在操作重型設備時或在危險情況下使用受保人的合資格手機。
  - (f) 二手／已用過的手機；
  - (g) 由未獲我們認可的任何人士進行維修或收取其他維修費用；
  - (h) 因性能磨損或逐漸老化產生的任何索償；
  - (i) 受保人使用的合資格手機上的配件損壞，而該配件在購機時並非與合資格手機裝在同一個盒內；
  - (j) SIM 卡或獨立記憶卡的任何損壞（除非與受保人合資格手機一併有效索償）；
  - (k) 受保人合資格手機內存放數據損壞或遺失，其中包括但不限於任何圖片、軟件、下載、應用程式及音樂；
  - (l) 因製造商保障範圍內的產品缺陷或產品召回產生的合資格手機損壞；
  - (m) 對受保人合資格手機的原有配置進行任何修改，包括但不限於為受保人的合資格手機鑲嵌金銀珠寶或升級硬件（例如增加運行內存）。

## 第七部分：一般條款

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1. **完整合約**：本保單，連同其批註、附件（如有）、經受保人填妥的任何申請表格連同該申請表格附帶或於申請表格提及的任何文件，組成及構成完整的保險合約。除經本公司授權代表簽署書面修訂外，本保單不得修改。
2. **每一章節的保額**：受保人根據本保單任何章節可獲賠償的保額一經耗盡，保額將不會重置，且本公司毋須根據該章節對該受保人承擔任何進一步責任。
3. **索償通知及充份程度**：索償的書面通知必須在合理的情況下盡早送交本公司，且在任何情況下，須於導致根據本保單提出索償的受保事件發生之日起計三十(30)天內送交本公司。由受保人或其代表送交本公司且載有足以證明受保人身份的通知，應視為已有效送交本公司的通知。本公司於接獲索償通知後，將向受保人提供本公司一般為備存索償證明提供的有關表格。受保人須根據本公司不時要求，自費向本公司提供與本保單項下任何索償相關及有關表格規定的證明書、資料及證據。所有索償的證明必須於導致索償的受保事件發生之日起計一百八十(180)天內送交本公司。
4. **索償調查**：於出現索償時，本公司可能作出其視為必要的任何調查，受保人應全面配合該調查。倘受保人未能配合本公司的調查，可能導致索償遭拒。
5. **法律訴訟**：受保人在向本公司發出書面損失證明後六十（60）天，方可展開法律訴訟追討本保單的賠償。受保人於損失日期起三（3）年後不得提出有關訴訟。
6. **轉讓**：本保單的任何權益轉讓對本公司均無約束力。
7. **貨幣**：本保單及保障計劃內的保額、保障及限額均以港幣計值。儘管本保單首句載明以港幣計值，但損失及／或保障均按港幣或本公司選擇的當地貨幣進行損失評估及賠付。當需要根據本保單的條款及細則進行貨幣兌換時，相關貨幣匯率應以發生損失當天由網站 [www.oanda.com](http://www.oanda.com) 所報的匯率中位數換算。
8. **地域限制及施行時間**：受保期間的地域限制及施行時間適用世界各地時間每日按二十四（24）小時計。

9. **本公司取消保單**：本公司可以根據本公司記錄所顯示受保人最後所示地址，以書面通知方式隨時取消本保單。該通知應註明該項取消的生效日期。該項取消不會影響事前已根據本保單一般條款第 3 項向本公司提出的任何有效索償。
10. **保費**：除非保費已支付，本公司在本保單內並無任何責任。保費於本保單購買日期獲視為悉數收取。當保單繕發後，保費將不獲退還。
11. **調解**：凡出現因本保單產生或與本保單有關的任何爭議或歧異，均須首先提交香港國際仲裁中心，並按香港國際仲裁中心的調解規則進行調解。假若調解被駁回或調解後仍未能解決爭議或歧異，則該爭議或歧異必須提交香港國際仲裁中心，並按香港國際仲裁中心的本地仲裁規則透過仲裁解決。倘若本公司拒付根據本保單提出的任何索償，因拒付產生的任何爭議或歧異若未於拒付日期起計十二(12)個月內提交調解及於必要時提交仲裁，則因該爭議或歧異所引致對本公司提起的任何索償將不獲受理。
12. **欺詐或錯誤陳述**：由受保人作出或有關任何索償的任何虛假陳述均會令本公司有權廢除本保單或撤銷根據本保單提出的責任。
13. **司法管轄權**：本保單受香港法律約束並據其解釋。依從一般條款第 11 項，本保單的任何爭議均須根據香港法律解決。
14. **文書錯誤**：本公司的文書錯誤不應令生效的保單因此失效，亦不應令失效的保單因此生效。
15. **違反條款**：若受保人違反本保單任何條款或條文（包括理賠條款），本公司可在法律容許下的範圍內，拒絕支付賠償。
16. **對本保單的詮釋**：本保單以英文版本為正式版本，而以中英雙語撰寫僅為方便閱讀，別無其他用途。如因對本保單內任何地方的詮釋而引起任何爭議，均以英文版本為準。
17. **相關的經濟和貿易制裁法律**：當經貿制裁規定或其他法規禁止我們提供保險（包括但不限於支付賠償金）時，本保險將不適用。保單中的所有其他條款及細則則維持不變。安達保險香港有限公司是一間美國公司 - Chubb Limited 的子公司/分公司，Chubb Limited 是紐約證券交易所上市公司，因此除了歐盟、聯合國和香港的貿易限制之外，安達保險香港有限公司還受某些美國法律和法規的約束，這些限制可能禁止其向某些個人或實體提供保險或支付賠償，或者對某些類型的活動及某些國家/地區例如古巴提供保障。

## 第八部分：如何索償

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閣下可將索償申請表填妥並連同以下規定文件，於事發後三十 (30) 天內送交至安達保險香港有限公司：

- 收據正本，包括購買日期、價格、型號及信用卡支付證明
- 展示損毀物件及其情況的相片
- 所有賬單、收據及票券

如需協助，請致電 3191 6222。

本公司保留權利，於有必要時，要求受保人提供上文並未註明的任何其他資料或文件。

## 個人資料收集聲明

本公司（「我們」）竭力確保受保人（「閣下」）對我們在收集個人資料方面的信心，我們於處理任何已收集的個人資料均會採取適當的保密程度及以處理私隱手法採用資料。

本個人資料收集聲明陳述我們收集及利用由閣下提供的個人身份資料（「個人資料」）的目的、個人資料可能被公開的情況及閣下有權要求查閱及更改個人資料的詳情。

### (a) 收集個人資料的目的

我們收集及使用閣下個人資料的目的，是為了向閣下提供具優勢的保險產品及服務，包括用作考慮閣下投保任何新的保險產品，及管理由我們提供的保單，安排保障，及執行和管理閣下及我們在該等保障下的權利及責任。同時，我們亦會透過收集個人資料設計及識別能吸引閣下的產品及服務，進行市場或顧客滿意度調查，及發展、建立及管理我們就旗下相應產品及服務的宣傳推廣、執行管理及使用而與其他機構達成的聯盟及其他計劃。在閣下的同意下我們亦可能使用閣下的個人資料作其他用途。

### (b) 直接促銷

只會在得到閣下的同意後，我們方會使用閣下的聯絡資料、人口統計資料、保單資料及繳費資料透過郵寄、電郵、電話或SMS短訊方式聯絡閣下以便提供有關我們的保險產品的宣傳推廣。如閣下不希望接收到我們的宣傳推廣，請於下列方格內加上「√」。

### (c) 個人資料的轉讓

個人資料將予以保密，而我們亦絕對不會將閣下的個人資料售賣給第三者。我們會對公開閣下個人資料作出限定；但在任何適用的法例條文下，閣下的個人資料可能：

- (i) 會被透露予可協助我們達成以上第a及第b段所述目的之第三者。例如：我們把閣下的個人資料提供予我們相關的員工及承辦商、代理及其他涉及以上目的之人士，如處理數據的人士、專業人士、損失評估人員及索償調查員、醫生及其他醫療服務提供者、緊急支援服務提供者、保險局或信貸局、政府機構、分保人及分保經紀（當中可能包括在香港以外的第三方）；
- (ii) 會給我們的母公司及附屬聯營公司，或安達在本港及海外的任何公司使用；
- (iii) 會提供予保險中介人，閣下可以透過該中介人查閱系統資料；
- (iv) 會給予有關人士以維持公眾安全及法紀；及
- (v) 在閣下同意下提供予其他第三者。

就以上個人資料的轉移而言，如有適用的地方，閣下亦同意在香港以外的地方轉移閣下的個人資料。

### (d) 查閱及更改個人資料

根據個人資料（私隱）條例，閣下有權要求查閱及更改關於閣下由我們保留的個人資料，另除非在個人資料（私隱）條例下有適用的豁免條款賦予我們可拒絕遵從，否則我們必須按閣下的要求，給閣下查閱及更改自己的個人資料。閣下亦可要求我們提供關於閣下由我們保留的個人資料類別。

查閱或更改個人資料的要求，必須透過書面提出及郵寄致：

安達個人資料私隱主任  
香港灣仔港灣道6-8號  
瑞安中心25樓  
電話 +852 3191 6222  
傳真 +852 2519 3233  
電郵 Privacy.HK@chubb.com

在我們收到閣下查閱或更改資料的要求後，會在四十(40)天內予以回覆該項要求，我們一般將不會收取任何費用；但即使我們在提供資料時需徵收費用，它們也會在合理的水平。至於更改資料的要求，則不會收取任何費用。

