

Easy Phone and Tablet Repair Plan



Article 1 – Coverage

In consideration of payment of the required Premium and subject to the terms, exclusions, limits and conditions contained herein, the Company shall indemnify the Insured for the applicable reimbursement amount in the event of Accidental Damage caused to a Covered Handset while the Policy is in force, up to the applicable limit per claim stated below (“Applicable Limits”)

Applicable Limits:

The reimbursement amount applicable to the Easy Phone and Tablet Repair Plan is:

- a. Where the Actual Repair Cost is less than or equal to seventy five percent (75%) of the Undiscounted Retail Price, the reimbursement amount shall be,
 - (i) eighty percent (80%) of the Actual Repair Cost; and
 - (ii) twenty percent (20%) of the Actual Repair Cost shall be borne by the Insured.

- b. Where the Actual Repair Cost exceeds seventy five percent (75%) of the Undiscounted Retail Price (“**Damaged Beyond Repair**”), the reimbursement amount shall be,
 - (i) sixty percent (60%) of the Undiscounted Retail Price of the damaged Covered Handset if the Accidental Damage occurred in the first year of coverage and twenty five percent (25%) of the Undiscounted Retail Price of the damaged Covered Handset if the Accidental Damage occurred in the second year of coverage if so enrolled; and
 - (ii) the Insured shall bear forty percent (40%) of the Undiscounted Retail Price if the Accidental Damage occurred in the first year of coverage and seventy five percent (75%) of the Undiscounted Retail Price if the Accidental Damage occurred in the second year of coverage if so enrolled;

- c. The maximum aggregate reimbursement amount under (a) & (b) above is HK\$12,000 during the Period of Insurance stated in the Policy Schedule (“**Maximum Aggregate Reimbursement Amount**”). And once a claim for Damaged Beyond Repair is paid or the maximum aggregate reimbursement amount is reached, this Easy Phone and Tablet Repair Plan will be terminated.

- d. We will deduct the outstanding premium and insurance levy (if any) from any reimbursement amount before making payment to the Insured.

Article 2 – Policy Term

This Policy shall remain in force for 12 months commencing from the date of purchase of this Easy Phone and Tablet Repair Plan as per the Period of Insurance stated in 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. This Policy may be terminated by mutual agreement between the parties in writing.
- 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 where the Insured has:

- (i) made a misrepresentation in application of this Policy;
- (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 Policy will automatically terminate once the Maximum Aggregate Reimbursement Amount is reached or a claim under Damaged Beyond Repair is made.

Article 3 – Premium

As a condition precedent to any liability under this Policy, the Insured shall pay to the Company an annual premium stated in the Policy Schedule for each 12-month period of coverage within thirty (30) calendar days of receipt of a verified invoice issued by the Company to the Insured.

Upon expiry of the first year of coverage with the Company, we will send the Insured a renewal notice with the renewal terms (the terms may be different from this Policy) for the second year of coverage if we desire 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 – Eligibility for Coverage

As a condition precedent to any liability under this Policy, the conditions for eligibility stated below must be satisfied.

To be eligible for enrolment under the Easy Phone and Tablet Repair Plan, the Insured must:

- (i) be a Hong Kong resident of age of 18 or above at the time of policy application;
- (ii) be the Covered Handset Owner;
- (iii) at the time of policy application, the Covered Handset is purchased as brand new within 12 months from the manufacturer, a telecommunication network provider or retail store with original warranty from the manufacturer or designated retailer and in any event prior to the occurrence of any Accidental Damage to the Covered Handset; where the date of policy application is more than 60 days from the Date of Purchase, the Covered Handset must be subject to satisfactory quality checking at the time of policy application;
- (iv) provide the Company with such information as it may reasonably require in application of this Policy; and
- (v) provide self-declaration on Date of Purchase of the Covered Handset in the policy application. Copy of the original purchase invoice of the Covered Handset will be required in case of Claim incurred.

Article 5– Definitions

"Accidental Damage": means physical breakage, destruction or failure of the Covered Handset due to a sudden, unforeseen, and unexpected event which causes physical damage and prevents it from operating correctly. Accidental Damage extends to include Malicious Damage as defined in this Article and damage as a result of the Covered Handset being in contact with water and other liquids.

"Actual Repair Cost": means the repair cost the Insured actually paid to the Covered Handset's manufacturer's authorised repairer for repairing the Covered Handset which sustained Accidental Damage.

"Breakdown": means a sudden unforeseen internal mechanical or electronic defect causing the actual breaking or burning out of a part causing the failure of the Covered Handset to operate as intended by the manufacturer.

"Claim": means a written notice of claim made in accordance with the Claims Handling Procedures set forth in Article 7

"Covered Handset": means a mobile phone handset, tablet, watch and / or any other device capable of being connected to one or more networks operated by a telecommunication network provider, purchased as new

from the manufacturer, a telecommunication network provider or retail store with original warranty from the manufacturer by the Insured and registered under this Policy. The device make, model and IMEI number of the Covered Handset are set out in the Policy Schedule. For avoidance of doubt, no change of Covered Handset is allowed.

"Date of Purchase": means the date the Covered Handset is purchased as new from the manufacturer, a telecommunication network provider or retail store with original warranty from the manufacturer.

"Covered Handset Owner": means the owner of the Covered Handset.

"IMEI": means the International Mobile Equipment Identity which is a unique identifier assigned to each mobile device.

"Lost": means a permanent and involuntary failure to keep possession of property. For the avoidance of doubt, Lost does not include instances when a Covered Handset Owner sells, gives away or otherwise voluntarily relinquishes permanent possession of a Covered Handset.

"Malicious Damage": means deliberate damage, not being Accidental Damage, caused to the Covered Handset by any person or party.

"Policy": shall mean the policy for the Easy Phone and Tablet Repair Plan, including its Policy Schedule, appendices, amendments and endorsements signed by an authorised representative of the Company..

"Service Provider": means a third party company appointed by the Company for administration of the Claims and Services provided under this Policy.

"Stolen": means the taking and removing of property by another person without consent and with the intent to permanently deprive the true owner of possession, including by force, intimidation or deception.

"Undiscounted Retail Price": means the price of the Covered Handset and without any subsidies as at the Date of Purchase of the Covered Handset as shown on the receipt.

"You/Your": means the Insured.

"We/Our/Company": means FWD General Insurance Company Limited.

Article 6 – 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 war like 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; 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 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. IT Clarification Clause

Property loss or damage covered under this Policy shall mean physical loss of or damage to the substance of property. Physical loss of or damage to the substance of property shall not include 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.

Consequently the following 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. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical loss of or damage to the substance of property shall be covered.
- 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.

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 or material
- b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this paragraph, combustion shall include any self-sustaining process of nuclear fission.

D. Sanctions Clause

The Company is not liable to make any payments for liability under any coverage sections of this Policy or make any payments under any extension:

For any loss or claim arising in, or where the Insured or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the Company, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Company to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the Policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Insured, its parent company or its ultimate controlling entity.

E. Communicable Disease Exclusion Endorsement (LMA 5393 rev)

(applicable to policy 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.

- F. In addition to A to E above, 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 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, or product finish, and any matter or damage not affecting the Covered Handset's normal operation or functionality; consumables, accessories used in or with the Covered Handset; audio and video external cables and cords; add on options incorporated.
 - e) Loss due to any virus, or the malfunction of any software, including but not limited to loss or damage to any application programs (apps), files or data, or otherwise a loss or damage resulting from an impairment in the function availability range of use or accessibility of apps, files or data.
 - f) Any damage occurring after repairs made by non-authorized repairers or service centres to the Covered Handset.
 - 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 forty-eight (48) hours of discovery.
 - i) Riot or strike.
 - j) Any Accidental Damage or Breakdown directly or indirectly caused by or attributable to:
 - (i) any 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 Covered Handset, 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 liquids;
 - (iv) any wilful act, misuse or negligent use of the Covered Handset by the Insured or anyone authorized by the Insured to use the Covered Handset;
 - (v) any unlawful act committed or attempted by the Insured or by anyone authorised by the Insured to use the Covered Handset;
 - (vi) as a result of any competitive sports activity;
 - (vii) if the Covered Handset is being used whilst operating a vehicle of any type (including motor-cycles);
 - k) Any Lost or Stolen of the Covered Handset;

- l) 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;
- m) Any damage where:
 - (i) the Insured cannot present the damaged Covered Handset;
 - (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
- n) 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 other insurance policy or policies.
- o) Any loss that do not occur during the Period of Insurance; and
- p) Consequential damage or loss of any kind or description

Article 7 – Claims Handling Procedures

As a condition precedent to any liability under this Policy, the Insured shall comply with the Claims Handling Procedures stated below.

A. Notice of Loss

The Insured shall notify the Company or the Service Provider of this Policy of any Claim or loss or losses or circumstances which may give rise to a Claim or loss under the Policy together with required supporting documents and information mentioned below within 1 month of the occurrence of the Accidental Damage:

- (i) name and contact information of the Insured;
- (ii) HK Identity card number of the Insured;
- (iii) handset make/model/IMEI number;
- (iv) Copy of original purchase invoice of the Covered Handset;
- (v) date of damage;
- (vi) date of notification of Claim;
- (vii) circumstances, including the location where the damage occurred and the cause of the damage; and
- (viii) where the Accidental Damage results in Damage Beyond Repair, a written confirmation from the Covered Handset manufacturer or its appointed service centre stating that the Covered Handset is beyond repair or the cost of repair exceeds seventy five percent (75%) of the Covered Handset's Undiscounted Retail Price, or
- (ix) where the Accidental Damage does not result in Damage Beyond Repair, a receipt issued by the Covered Handset manufacturer or its appointed service centre confirming the completion of and payment for such repairs of the Covered Handset,

failing which the application for reimbursement may be denied.

B. Handling of Loss

In the event of Accidental Damage results in damage of the Covered Handset, the Company will indemnify the Insured for the applicable reimbursement amount per claim up to the Applicable Limits in Article 1 – Coverage of this Policy.

In the circumstance that the original purchase invoice of the Covered Handset does not show its Undiscounted Retail Price, the Company or the Service Provider will apply the historic price of the Covered Handset as at the time of application of this Policy as the Undiscounted Retail Price in determining the applicable reimbursement amount. If no historic price can be found, the Company or Service Provider will make the estimation on their own, and the parties shall in good faith negotiate and mutually agree on an estimated original price of the Covered Handset, which shall be used for determining the applicable reimbursement amount.

C. Obligations

As a condition precedent to the Company's liability under this Policy, the Insured shall fully cooperate with the Company and the Service Provider of the Policy in handling of the claim, including, but not limited to, the timely submission of all information and full cooperation that the Company or Service Provider may require.

The Insured shall ensure the claim submissions must have included all such information and documentation as is necessary to assess the veracity of any Claim including the amount of reimbursement the Insured may be entitled.

Article 8 – 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 the Insured's authorised representatives.

Article 9 - 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 10 – Currency

Where the word "Dollars" and/or the sign "HK\$" appear in this Policy, they shall mean Hong Kong Dollars, unless otherwise indicated.

Article 11 – Notices

All notices hereunder will be given to the Insured or 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 12 – Territory

This insurance applies worldwide, subject to the terms, conditions and exclusions expressed in the Policy.

Article 13 – 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 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 14 – 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 website 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 15 – 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 16 – Refund

If this Policy is cancelled in accordance with Articles 2(A) or 2(B), provided that no claim has been made during the Period of Insurance stated in the Policy Schedule, the Insured may receive a refund of premium which shall be calculated depending on the period of coverage already provided since the commencement of the Period of Insurance in accordance with the table below, subject to a minimum premium HK\$400 to be retained by the Company.

<u>Period of coverage provided</u>	<u>Refund Premium</u>
Not exceeding	
1 month	90% of Premium Paid
2 months	80% of Premium Paid
3 months	70% of Premium Paid
4 months	60% of Premium Paid
5 months	50% of Premium Paid
6 months	40% of Premium Paid
7 months	30% of Premium Paid
8 months	20% of Premium Paid
9 months	10% of Premium Paid
Over 9 months	No refund

If this Policy is terminated by the Company according to Article 2C (except in the case of Article 2C (iii) and no claim has been made during the Period of Insurance stated in the Policy Schedule), premium prorated to the number of days of unused coverage will be refunded by the Company to the Insured subject to our applicable rules and procedures.

There will be no refund of premium if the Policy is terminated by the Company in accordance with Article 2C (iii) or terminated automatically according to Article 2D.

Article 17 – Burden of Prove

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 18 – Regulatory Compliance and Indemnification

- 18.1 The Insured shall, at all time, comply with all applicable laws and regulations presently in effect, or which may become effective in the future with respect to the performance of their obligations under the Easy Phone and Tablet Repair Plan and as set out in this Policy.
- 18.2 The Insured will notify the Company as soon as reasonably practicable of any breach of Article 18.1
- 18.3 The Insured will immediately cease to provide the Easy Phone and Tablet Repair Plan if it is required by the Hong Kong Insurance Authority or any other relevant authorities.

- 18.4 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 18.1 to 18.3 above.

Any Claim in respect of matters referred to in this Article 18.4 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.

Article 19 – Personal Information Collection Statement

Personal Information Collection Statement ("PICS") (Dec 2020)

1. From time to time, it is necessary for you to supply **FWD General Insurance Company Limited** (the "Company") or agents and representatives acting on its behalf with personal information and particulars in connection with our services and products. Failure to provide the necessary information and particulars may result in the Company being unable to provide or continue to provide these services and products to you.
2. The Company may also generate and compile additional personal data using the information and particulars provided by you. All personal data collected, generated and compiled by the Company about you from time to time is collectively referred to in this PICS as "Your Personal Data".
3. "Your Personal Data" will also include personal data relating to your dependents, beneficiaries, authorised representatives and other individuals in relation to which you have provided information. If you provide personal data on behalf of any person you confirm that you are either their parent or guardian or you have obtained that person's consent to provide that personal data for use by the Company for the purposes set out in this PICS.
4. As detailed in this PICS, Your Personal Data may also be processed by the Company's subsidiaries, holding companies, associated or affiliated companies and companies controlled by or under common control with the Company (collectively, "the Group").
5. The purposes for which Your Personal Data may be used are as follows:
 - (i) providing our services and products to you, including administering, maintaining, managing and operating such services and products;
 - (ii) processing, assessing and determining any applications or requests made by you in connection with our services or products and maintaining your account with the Company;
 - (iii) developing insurance and other financial services and products;
 - (iv) developing and maintaining credit and risk related models;
 - (v) processing payment instructions;
 - (vi) determining any indebtedness owing to or from you, and collecting and recovering any amount owing from you or any person who has provided any security or other undertakings for your liabilities;
 - (vii) exercising any rights that the Company may have in connection with our services and/or products;
 - (viii) carrying out and/or verifying any eligibility, credit, physical, medical, security, underwriting and/or identity checks in connection with our services and products;
 - (ix) any purposes in connection with any claims made by or against or otherwise involving you in respect of any of our services or products, including, making, defending, analysing, investigating, processing, assessing, determining, responding to, resolving or settling such claims detecting and preventing fraud (whether or not relating to the policy issued in respect of this application);
 - (x) performing policy reviews and needs analysis (whether or not on a regular basis);
 - (xi) meeting disclosure obligations and other requirements imposed by or for the purposes of any laws, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) binding on the Company or any other member of the Group, including making disclosure to any legal, regulatory, governmental, tax, law enforcement or other authorities (including for compliance with sanctions laws, the prevention or detection of money laundering, terrorist financing or other unlawful activities) or to any self-regulatory or industry bodies such as federations or associations of insurers;
 - (xii) for statistical or actuarial research undertaken by the Company or any member of the Group; and
 - (xiii) fulfilling any other purposes directly related to (i) to (xii) above.
6. Your Personal Data will be kept confidential, but to facilitate the purposes set out in paragraph 5 above, the Company may transfer, disclose, grant access to or share Your Personal Data with the following:
 - (i) other members of the Group;
 - (ii) any person or company carrying on insurance-related and/or reinsurance-related business which is engaged by the Company in connection with the Company's business;
 - (iii) any physicians, hospitals, clinics, medical practitioners, laboratories, technicians, loss adjustors, risk intelligence providers, claims investigators, organizations that consolidate claims and underwriting information for the insurance industry, fraud prevention organizations, other insurance companies (whether directly or through fraud prevention organizations or other persons named in this

- paragraphs), the police and databases or registers (and their operators) used by the insurance industry to analyze and check information provided against existing information, legal advisors and/or other professional advisors engaged in connection with the Company's business;
- (iv) any agent, contractor or service provider providing administrative, distribution, credit reference, debt collection, telecommunications, computer, call centre, data processing, payment processing, printing, redemption or other services in connection with the Company's business; and/or
 - (v) any official, regulator, ministry, law enforcement agent or other person (whether within or outside Hong Kong) to whom the Company or another member of the Group is under an obligation or otherwise required or expected to make disclosures under the requirements of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong).
7. Your Personal Data may be transferred or disclosed to any assignee, transferee, participant or sub-participant of all or any substantial part of the Company's business.
 8. The Company is only allowed to (i) use Your Personal Data in direct marketing; or (ii) provide Your Personal Data to another person or company for its use in direct marketing, if you provide your consent or do not object in writing.
 9. In connection with direct marketing, the Company intends:
 - (i) to use your name, contact details, services and products portfolio information, financial background and demographic data held by the Company from time to time in direct marketing to market the following classes of services and products offered by the Company, other members of the Group and/or Our Business Partners (being providers of the product and services described below) from time to time:
 - a. insurance services and products;
 - b. wealth management services and products;
 - c. pensions, investments, brokering, financial advisory, credit and other financial services and products;
 - d. health-check and wellness services and products;
 - e. media, entertainment and telecommunications services;
 - f. reward, loyalty or privileges programmes and related services and products; and
 - g. donations and contributions for charitable and/or non-profit making purposes; and
 - (ii) to provide your name and contact details to FWD Life Insurance Company (Bermuda) Limited or any members of the Group and/or Our Business Partners for their use in direct marketing the classes of services and products described in paragraph 9 (i) above (including, in the case of Our Business Partners, for money or other commercial benefit).

The Company intends to send you marketing communications or materials and use Your Personal Data in accordance with paragraphs 8 & 9 above. If you do NOT agree to receive such marketing communications or the Company's intended use of Your Personal Data, you may write to the Corporate Data Protection Officer of the Company at the address below to opt out from direct marketing at any time:

Corporate Data Protection Officer
 FWD General Insurance Company Limited
 8th Floor, FWD Financial Centre,
 308 Des Voeux Road Central
 Hong Kong

10. To facilitate the purposes set out in paragraphs 5 and 9 above, the Company may transfer, disclose, grant access to or share Your Personal Data with the parties set out in paragraphs 6 and 9(ii) and you acknowledge that those parties may be based outside Hong Kong and that Your Personal Data may be transferred to places where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the Personal Data (Privacy) Ordinance.
11. Under the Personal Data (Privacy) Ordinance you have the right to request access to Your Personal Data held by the Company and request correction of any of Your Personal Data which is incorrect and the Company has the right to charge you a reasonable fee for processing and complying with your data access request.
12. Requests for access to or correction of Your Personal Data should be made in writing to the Corporate Data Protection Officer of the Company at the address above. Should you have any queries, please do not hesitate to call our Customer Service Hotline on 3123 3123.
13. In case of discrepancies between the English and Chinese versions of this PICS, the English version shall apply and prevail.
14. The Company reserves the right, at any time effective upon notice to you, to add to, change, update or modify this PICS.