



## 3HK / SUPREME — 換芒寶

### 保障內容

**保單號碼：3HK-GRP-2024-00000021**

本保障內容是 3HK / SUPREME — 換芒寶保單（以下稱為「本保單」）的摘要，本保障內容包含釋義、條款、細則及不保事項。

#### 第一部分 - 釋義

本保障內容中某些詞語具有特定含義，如下所示：

「授權維修中心」	由 <b>受保裝置</b> 的原廠生產商所授權在 <b>香港</b> 的維修中心。
「香港」	中華人民共和國香港特別行政區。
「受保裝置」	適用於從 <b>HTCL</b> 零售店或網上商店（ <a href="#">3HK</a> / <a href="#">SUPREME</a> ）購買的指定裝置 - 指定裝置的屏幕及/或機背均受保。（由 <b>HTCL</b> 不時確定）
「保單持有人」或「HTCL」	和記電話有限公司。
「保障期限」	由 <b>保單持有人</b> 售出該 <b>受保裝置</b> 起計的十二（12）個月，日期以 <b>HTCL</b> 發出的銷售收據為準。
「我們」或「我們的」	安我保險有限公司。

#### 第二部分 - 保障

如**受保裝置**的屏幕及/或其機背因意外損毀，**我們將**向**受保裝置**的擁有人支付該損毀所產生的維修或替換的費用，每部受保智能手機最高賠償額為 2,800 港元。

#### 條款：

1. 若**受保裝置**的損毀無法維修，該損毀將不受保，除非原廠生產商及/或其**授權維修中心**只提供替換裝置作唯一維修選擇，本保單將賠償不超過百分之六十（60%）的替換裝置費用，並以每部**受保裝置**之最高賠償額為限。
2. 在**保障期限**內，本保單就每部**受保裝置**只會提供一次賠償。
3. 所有合資格的維修或替換必須由原廠生產商及/或其**授權維修中心**處理。
4. 於索償時必須提供由原廠生產商及/或其**授權維修中心**發出之維修/替換報價單和正式單據。該單據正本須包括但不限於**受保裝置**的 IMEI 編號、型號、受損診斷、外觀狀況、維修方案、維修日期、維修項目清單及維修費用。
5. 維修或替換日期必須於**受保裝置**的**保障期限**內。
6. 索償申請須由**受保裝置**的擁有人遞交給安我保險有限公司（Avo）處理。

### **第三部分 – 一般不保事項**

*我們*不會承擔因以下原因相關或由其引致的索償：

1. **受保裝置**固有的損壞；
2. 非意外性質而引致的損失或損毀；
3. 因狀況逐漸轉差（包括正常使用造成的損耗）、機件或電子故障、水濕損毀、失竊、濫用、存心或蓄意行為之處理及使用而引致**受保裝置**的損失或損毀；
4. 不影響**受保裝置**的屏幕操作的損失或損毀，包括但不限於刮痕、裂紋（玻璃或顯示屏裂紋而影響屏幕操作除外）、破裂、變形、變色或外型變化；
5. 已被**受保裝置**的原廠保養所涵蓋的損失或損毀；
6. 損失或損毀已經產品回收或集體訴訟獲得補償；
7. 任何對**受保裝置**本身或其他零件的維修、翻新或替換；
8. IMEI 編號被篡改、移除、刪除、塗改、改變或無法的辨認的**受保裝置**之損失或損毀；或
9. 在未經許可下進行修改或連接、未經許可下開封、使用非原廠零件維修、或於非許可地點或由非許可維修人員維修或使用非原廠零件維修的**受保裝置**之損失或損毀。

### **第四部分 – 一般條款**

#### **1. 管轄法律**

本保單在**香港**簽發，並受香港特別行政區法律管轄和解釋。

#### **2. 欺詐**

如**受保裝置**的擁有人或代其行事的任何人士對本保單作出任何虛假或涉及欺詐的索償，對於此類欺詐性索償，*我們*概不負責。

#### **3. 索償通知**

**受保裝置**的擁有人必須在可能導致向本保單提出索償的任何事故發生後三十（30）天內或在合理可能的情況下儘快向*我們*發出書面的索償通知。任何索償均須連同令*我們*滿意的證明一併提交，所有證明的費用須由**受保裝置**的擁有人或其代表人負責。如*我們*未能在提出書面要求的六十（60）天內收取所需索償資料，*我們*即不會對任何索償承認責任，而該索償均被視作已被放棄。

#### **4. 舉證責任**

如*我們*根據可能適用之任何不保事項條文聲稱任何損失不在本保單承保範圍之列，則**受保裝置**的擁有人須自行舉證證明該損失在受保範圍之列。

#### **5. 貨幣**

所有保費及保障額均以港幣計算。

#### **6. 賠償支付**

任何賠償應直接支付給**受保裝置**的擁有人。

7. **處理糾紛**

若就本保單有任何無法解決的爭議，**我們**同意通過調解來解決爭議。如果調解失敗，爭議可由一位仲裁人仲裁決定。若立約方未能就仲裁人的選擇達成共識，則有關選擇權將交由當時的香港國際仲裁中心之主席作出決定。在本保單下享有任何索償權或訴訟權的先決條件是須先取得仲裁裁決。如**我們**拒絕就任何索償向**保單持有人**及/或**受保裝置**的擁有人承認責任，而**保單持有人**及/或**受保裝置**擁有人的法定代表又未在被拒之日起十二（12）個月內提出仲裁，則無論任何情況下，該索償均被視作已被放棄，及以後不可作出追討。

8. **筆誤**

**我們**的筆誤不會令生效之保單因而失效，或令失效之保單因而生效。

9. **第三者權利**

任何非本保單一方的個人或機構均不能根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本保單的任何條款。

10. **制裁條款**

**我們**不可提供任何保障及不會承擔任何賠償責任或提供任何賠償，若賠償該損失或費用可能使**我們**違反聯合國決議的任何制裁、禁令或限制，或歐洲聯盟、英國及美國所作出的貿易或經濟制裁、法律或法規或任何其他適用於**我們**的管轄權。

11. **遵守保單條文**

不遵守本保單中的任何條文將導致所有索償無效。

12. **收集個人資料**

**保單持有人**及**受保裝置**的擁有人同意**我們**根據**我們**的私隱政策使用所有已收集及持有的個人資料，亦可透過瀏覽**我們**的網頁查閱有關私隱政策。

13. **終止受保裝置擁有人的保障**

**受保裝置**的擁有人於保單內的所有保障將在下列其中一個日期自動終止，以最早者為準：

- a) **保障期限**屆滿時；或
- b) 當該**受保裝置**的擁有人已獲得賠償。

14. **其他保險**

若**受保裝置**的擁有人有權獲任何其他保險單或其他來源就**受保裝置**同一損失、損毀或法律責任作出賠償，**我們**只負責支付其他保險單或其他來源賠償不足的金額。

## 3HK / SUPREME - Screen Care

### Coverage Detail

**Policy No.: 3HK-GRP-2024-00000021**

This Coverage Detail is a summary of 3HK / SUPREME - Screen Care Policy (hereinafter known as "this Policy") which includes definitions, terms, conditions and exclusions.

#### **PART 1 – DEFINITIONS**

Certain words in this Coverage Detail have specific meanings, which are given below:

"Authorized Repair Centre(s)"	The repair centre(s) authorized by the manufacturer of the Insured Unit in Hong Kong.
"Hong Kong"	The Hong Kong Special Administrative Region of the People's Republic of China.
"Insured Unit(s)"	Applicable to designated devices (as determined by HTCL from time to time) that are purchased from HTCL's retail stores or at HTCL's online store at ( <a href="#">3HK/SUPREME</a> ) - covering all screen and/or back cover of designated devices.
"Policy Holder" or "HTCL"	Hutchison Telephone Company Limited.
"Protection Period"	Twelve (12) months from the date the Insured Unit is purchased from the Policy Holder.
"We", "Our" or "Us"	Avo Insurance Company Limited.

#### **PART 2 – BENEFITS**

In the event that the screen and/or back cover of the Insured Unit is accidentally damaged, We will pay the repair / replacement cost to the owner of the Insured Unit, subject to the sum insured of HK\$2,800 per insured smartphone per claim.

##### **Conditions:**

1. If the Insured Unit is damaged beyond repair, then this coverage is not applicable unless the manufacturer and/or its Authorized Repair Centre offer a replacement as the only option for repair, the Policy will reimburse up to 60% of the cost of replacement, subject to the maximum limit per Insured Unit.
2. This Policy will only indemnify one (1) claim per Insured Unit within the Protection Period.
3. All the eligible repair or replacement must be handled by the manufacturer(s) and/or its Authorized Repair Centre(s).
4. Official repairing/replacement quotations and receipts issued by the manufacturer(s) and/or its Authorized Repair Centre(s) must be provided as a proof for filing a proper claim. The official quotations and/or receipts must include the IMEI number of the Insured Unit, model, damage diagnosis, cosmetic condition, repair solution, date of repair, repair item list and repair cost of the damaged screen or back cover.
5. The date of repair or replacement must be within the Protection Period of the Insured Unit.
6. The claim shall be submitted to Us by the owner of the Insured Unit.

### **PART 3 – GENERAL EXCLUSIONS**

We shall not be liable to pay any claim in respect of or resulting from:

1. Pre-existing damage of the Insured Unit;
2. Loss or damage which is not accidental in nature;
3. Loss or damage due to gradual deterioration including normal wear and tear, mechanical or electrical derangement, water damage, theft, abusive, willful or intentional conduct associated with the handling and use of the Insured Unit;
4. Loss or damage that does not affect the functionality of the screen of the Insured Unit, including but not limited to scratches, cracks (other than cracked glass/display which affects the functionality of the screen), split, distortion, or change of colour or outward form;
5. Loss or damage which is covered by warranties of the manufacturer(s) of the Insured Unit;
6. Loss or damage for which service or recovery may be obtained under any recall campaign or class action suit;
7. Any other repair, refurbishment or replacement of any other component or the Insured Unit itself;
8. Loss or damage to an Insured Unit whose IMEI number has been tampered, removed, erased, defaced, altered or is illegible; or
9. Loss or damage to an Insured Unit which has undergone unauthorised modification or connections, unauthorised opening, repair with use of unauthorised spare parts, or repair by an unauthorised person or at an unauthorised location.

### **PART 4 – GENERAL CONDITIONS**

1. **GOVERNING LAW**  
This Policy is issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region.
2. **FRAUD**  
If the owner of the Insured Unit or anyone acting on his/her behalf put forward any claim under this Policy knowing the same to be false or fraudulent, We will not be liable to make any payment in respect of such fraudulent claim.
3. **NOTICE OF CLAIM**  
The owner of the Insured Unit must give written notice of claim to Us within thirty (30) days after the occurrence of any event likely to give rise to a claim under this Policy or as soon thereafter as is reasonably possible. All claims shall be made together with satisfactory proof to Us, and all proof shall be rendered at his/her own expense or his/her representative's expense. We shall not accept liability for any claim if the required information is not received within sixty (60) days from the issue date of any written request from Us requesting such further information, and the claim is thereafter deemed to be abandoned.
4. **BURDEN OF PROOF**  
Where We allege that by reason of provision of any exclusion which may be applicable, any loss is not covered by this Policy, the burden of proving that such loss covered shall be on the owner of the Insured Unit.
5. **CURRENCY**  
All premiums and benefits payable under this Policy are in Hong Kong dollars.
6. **PAYMENT OF CLAIMS**  
Benefits under this Policy shall be paid directly to the owner of the Insured Unit.
7. **DEALING WITH DISPUTES**  
If any disputes on this Policy that We cannot resolve, We agree to resolve the dispute by mediation. If mediation fails, the dispute can be determined by arbitration by a single arbitrator. If the parties

fail to agree upon the choice of arbitrators, then the choice shall be referred to the Chairman for the time being of Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. We disclaim liability to the Policy Holder and/or the owner of the Insured Unit for any claim under this Policy and such claim shall not be made within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.

8. **CLERICAL ERROR**  
Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.
9. **RIGHTS OF THIRD PARTIES**  
Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
10. **SANCTION**  
We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefits under this Policy if the loss or expense reimbursed or paid by Us would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and United States of America or any jurisdiction applicable to Us.
11. **COMPLIANCE WITH POLICY PROVISIONS**  
Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.
12. **COLLECTION OF PERSONAL DATA**  
The Policy Holder and the owner of the Insured Unit agreed that all personal data collected and held by Us will be used according to Our Privacy Policy which is available at Our website.
13. **TERMINATION OF AN INSURED UNIT'S INSURANCE**  
The coverage of an Insured Unit under the Policy shall automatically cease on the earliest of the following dates:
  - a) upon expiry of its Protection Period; or
  - b) when the claim has been paid to the owner of such Insured Unit.
14. **OTHER INSURANCE**  
If any loss or damage covered under this Policy is also covered by any other source and/or insurance, We shall not be liable under this Policy except for any excess beyond the amount payable under such other source and/or insurance.