

## Phone Protect360

### YOUR PHONE PROTECT360 POLICY

Here is Your Phone Protect360 Policy. Please examine this insurance Policy, to ensure that You understand the terms and conditions and that the cover You require is being provided. It is important that the documents and any amendments are read together to avoid misunderstanding.

If You have any questions after reading these documents, please contact Us.

If You need to change anything, please contact Us immediately.

### HOW YOUR INSURANCE POLICY OPERATES

This policy, the Policy Schedule and any Endorsement or Memoranda thereon shall be considered one document (all of which are hereinafter collectively referred to as the "Policy") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Whereas:

- 1) Insured Person by an application form or statements made to Us, including a declaration made to Us, which shall be the basis of and shall form part of this Policy, has applied for insurance; and
- 2) HL Assurance Pte. Ltd. ("the Company") has agreed to provide such insurance.

We agree only on the basis of the Terms and Conditions contained in this Policy to provide insurance cover to You for those risks insured against to the extent and in the manner stated in this Policy and subject to payment of the relevant Premium.

### IMPORTANT NOTICE

The insurance cover provided under this Policy is based on the information You have provided to Us. Please be reminded that You must fully and faithfully declare to Us the facts that You know or ought to know, otherwise no benefit may be received from the Policy.

### POLICY DEFINITIONS

**"Accidental Damage"** means physical damage, destruction or failure of Your Mobile Phone due to a specific event, which is sudden, unforeseen and unexpected and gives rise to a result, which is not intended or anticipated, causing physical damage to Your Mobile Phone and prevents it from operating correctly. Accidental Damage extends to include water damage.

**"Effective Date"** means the date we agree to provide insurance under the Policy and which is shown on Your Policy Schedule.

**"Excess"** means the first amount of each and every claim that must be paid by You.

**"Insured Person, You, Your"** means the person described as such in the Policy Schedule, for whom the insurance is arranged.

**"Mobile Phone"** means the portable handheld device, identified via the International Mobile Equipment Identity (IMEI) number, where the device contains Your Mobile Network Operators SIM card used for making and receiving telephone calls and transmission of data.

**"Period of Insurance"** means each continuous twelve (12) month period, which start on the Effective Date, as stated in the Policy Schedule.

**"Premium"** means the total amount You must pay for this Policy for each Period of Insurance.

**"Singapore Resident"** means Singapore Citizen or Singapore Permanent Resident or holder of a valid Employment Pass issued by the authorities in Singapore.

**"Waiting Period"** means the continuous period of sixty (60) days from the Policy Effective Date in which no benefits are payable under the Policy.

**"We, Our, Us or the Company"** refers to HL Assurance Pte. Ltd.

### ELIGIBILITY

To be eligible for the cover:

- a) You must be a Singapore Resident ordinarily residing in Singapore.
- b) You must be twenty one (21) years old (at last birthday) and above.
- c) Your Mobile Phone must be purchased from a Singapore Mobile Network Operator or Singapore Mobile Network Operator Exclusive Dealer or Manufacturer of Mobile Phone.
- d) Your Mobile Phone must be purchased for less than twelve (12) months and is brand new at the point of purchase.
- e) Your Mobile Phone's International Mobile Equipment Identity (IMEI) number must be valid and provided to Us at the point of purchase.

## **POLICY COVERAGE**

In the event of Accidental Damage to Your Mobile Phone, We will at Our discretion either:

- a) Repair Your Mobile Phone or
- b) Replace Your Mobile Phone with a refurbished phone of the same specifications if Your Mobile Phone is damaged beyond repair or economic repair. If We cannot replace Your Mobile Phone with the same specifications, We will replace it with one that has similar specifications and this might be a model from a different manufacturer. The colour of Your replaced Mobile Phone may not always be the same.

## **EXCESS APPLICABLE**

You are required to pay an Excess of \$100 for each and every successful claim.

## **COVERAGE LIMITS**

- a) Your Policy will cover You for a maximum of two (2) claims during the Period of Insurance. Your Policy will be terminated when You have made a maximum of two (2) claims or when Your Mobile Phone is replaced by Us. In the event Your Mobile Phone is replaced, Your damaged Mobile Phone will become a property of the Company.
- b) We will pay up to a maximum of \$1,000 for the repair or replacement cost of Your Mobile Phone.

## **WHERE YOU ARE COVERED**

You are covered twenty-four (24) hours a day anywhere in Singapore.

## **EXCLUSIONS APPLICABLE**

No benefit will be payable for:

1. Any inherent deficiencies or defects, normal wear and tear, gradual deterioration, or mechanical or electrical breakdown or derangement.
2. Any cosmetic damage to Your Mobile Phone including repairs to interior or exterior paintwork caused by scratching or chipping of paintwork or polished surfaces.
3. Any damage to accessories of Your Mobile Phone.
4. Any damage caused by a software virus, including but not limited to Trojan horses, worms, logic bombs or any program which prevents Your Mobile phone operating system software or content download from working properly.
5. Any damage caused by insects, vermin, fungus or atmospheric or climate conditions.

6. Any damage caused by a member of Your family, relatives or friends.
7. If Your Mobile Phone's International Mobile Equipment Identity (IMEI) number that You have registered with Us does not match.
8. If Your Mobile Phone's International Mobile Equipment Identity (IMEI) number has been tampered with.
9. Any willful act or gross negligence by You leading to the damage of Your Mobile Phone.
10. Any repairs that is covered under Your Mobile Phone's manufacturer warranty/guarantee.
11. Any damage caused by routine servicing, inspections, modifications adjustments or cleaning.
12. Any of loss of data/information, the cost of a replacement SIM card or any software/programs loaded onto Your Mobile Phone.
13. Repair costs which are not approved by Us.
14. Loss or theft of Your Mobile Phone.
15. Any damage as a consequence of war, invasion, act of foreign enemy, hostilities, civil war, terrorism, rebellion, revolution or military or usurped power.
16. Any damage to Your Mobile Phone before the Effective Date and/or during the Waiting Period of the Policy.
17. Any damage due to act of god (including but not limited to flood, hurricane and earthquake).
18. Any damage to memory card/data storage card that is purchased in addition to the original Mobile Phone.

## **GENERAL CONDITIONS**

### **1. Arbitration**

If there is any dispute as to the amount to be paid under this Policy (liability being otherwise admitted) such dispute shall be determined by arbitration in accordance with the statutory provisions on arbitration for the time being in force. It is hereby 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.

Unless any such action or suit be commenced within six (6) months of the making of an award We shall not be liable to make any payment in excess of the amount of the award.

### **2. Cancellation Refund**

We may cancel the Policy at any time by giving seven (7) working days notification in writing to You at Your last known address. We will return the pro rata portion of the premium for the unexpired part of the Period of Insurance due to You provided no claim has been made under the Policy.

You may cancel the Policy at any time by giving seven (7) working days notification in writing to Us provided no claim has been made under the Policy. You will be entitled to a return of premium subject to the short period rates for the period the Policy has been in force as follows:

Period of Coverage (Not Exceeding)	Premium Refund (% of Annual Premium)
2 months	60%
3 months	50%
4 months	40%
5 months	30%
6 months	20%
Exceeding 6 months	0%

**3. Changes to Terms and Conditions**

We may alter the Premium and/or Policy terms and conditions of at any time during the Period of Insurance. We will inform You of such changes by giving You thirty (30) days written notice to Your address in Our records.

**4. Change of Your Mobile Phone**

If You change Your Mobile Phone You must contact Us to inform Us of the change.

**5. Contracts (Rights of Third Parties) Act**

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

**6. Currency**

All amounts shown are in Singapore dollars. All claims will be paid in Singapore dollars. For claims incurred in a foreign currency, We will convert the foreign currency amount into Singapore dollars at a foreign currency rate to be determined by Us.

**7. Data Privacy**

It is hereby declared that as a condition precedent to Our liability, You have agreed that any personal information in relation to You provided by or on behalf of You to Us may be held, used and disclosed to enable Us or individuals / organisations associated with Us or any independent third party (within or outside of Singapore) to:

- (a) process and assess the Insured's application or any matter arising from the Policy Schedule and any other application for insurance cover and/or
- (b) provide all services related to this Policy.

**8. Duplication of Cover**

We shall not cover You under more than one MobileCare insurance policy underwritten by Us for the same Mobile Phone. In the event that You are covered under more than one such policy, We will consider You to be insured under the policy first issued and will refund any duplicate insurance premium payment, which may have been made by or on behalf of You.

**9. Declaration**

The validity of this Policy is subject to the condition precedent that:

- a. for the risk insured, You have never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- b. if You have declared that You have breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
  - i. You have fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
  - ii. a copy of the written confirmation from the previous insurer to this effect is first provided by You to Us before cover incepts.

**10. Duty of Care**

You must exercise reasonable care to prevent damage to Your Mobile Phone.

**11. Fraud, Misstatement or Concealment**

Any fraud, misstatement or concealment in respect of this insurance or of any claim hereunder shall render this Policy null and void and any benefit due hereunder shall be or become forfeited.

**12. Free Look Period**

If this Policy shall have been issued and for any reason whatsoever You shall decide not to take up the Policy, You can return Your insurance by notifying Us in writing within fourteen (14) days from the date of delivery of the Policy. We will refund the Premium paid unless something has occurred for which a claim may be payable.

**13. Governing Law**

Any interpretation of this Policy relating to its construction, validity or operation shall be made in accordance with the Laws of Singapore.

**14. Other Insurance**

If at the time any claim arises under this Policy there is any other insurance policy effected by or on behalf of You with other insurance company covering the same loss, damage, expenses or liability, We shall not be liable to pay or contribute more than its ratable proportion of any claim for such loss, damage, expense or liability.

**15. Payment Before Cover Warranty**

- a. The premium due must be paid to the Us (or the intermediary through whom this Policy or Bond was effected) on or before the Effective Date ("the Effective Date") or the renewal date of the coverage. Payment shall be deemed to have been effected to Us or the intermediary when one of the following acts takes place:
  - i. Cash or honoured cheque for the premium is handed over to Us or the intermediary;
  - ii. A credit or debit card transaction for the premium is approved by the issuing bank;

- iii. A payment through an electronic medium including the internet is approved by the relevant party;
  - iv. A credit in favour of Us or the intermediary is made through an electronic medium including the internet.
- b. In the event that the total premium due is not paid to the Us (or the intermediary through whom this Policy or Bond was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by Us. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
- c. Premium Payment
- i. The payment of the premium when it is due will ensure the continuance of the Policy in force until the next premium is due;
  - ii. This Policy will be renewed upon the payment of the premium when it is due either on a monthly or annual basis as applicable and stated in the Policy Schedule unless prior written notice of cancellation has been given in accordance with General Condition 2 or the Policy has otherwise been terminated.

**16. Recovery From Other Sources**

If at the time any claim arises under this Policy, You are able to seek recovery to be paid or refunded by other sources for the same damage covered under this Policy, We shall not be liable to pay or contribute more than its ratable proportion of any claim for such loss, damage, expense or liability.

**17. Subrogation**

You shall at Our expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled to or subrogated upon its paying for or making good any loss destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after their indemnification by Us.

**18. Transfer of Interest**

You may not transfer Your interest in the Policy without Our written approval.

**CLAIMS CONDITIONS**

1. To make a claim, You must report the incident to Us immediately by calling 6922 6003.
2. To allow Us to process Your claim, We will need the information/documents listed below:
  - a. Completed and signed claim form
  - b. Your Mobile Phone IMEI number
  - c. Proof of ownership

- d. Photograph evidence of damages
  - e. Copy of Policy Schedule
3. All claims must be substantiated as to the time, place and cause of damage. You may be asked to send, at Your expense any additional documentation for Our assessment.
  4. Failure to provide the necessary documentation/information will result in the delay or declination of Your claim.
  5. Once We have assessed Your claim, You are then required to send in Your damaged Mobile Phone to Our panel of authorized repairers.
  6. We shall have full discretion in the conduct, of any proceedings or the settlement of any claim.

**CARING FOR OUR CUSTOMERS**

HL Assurance Pte. Ltd. will make every effort to provide a high level of service expected by all Our policyholders. If on any occasion Our service falls below the standard of Your expectation, the procedure below explains what You can do:

Your first point of contact should always be Your insurance agent or broker. Alternatively, You may submit Your feedback to the manager in charge of the matter You are raising.

We will acknowledge receipt of Your feedback within seven (7) working days whilst We look into the matter You have raised. We will contact You for further information if required within seven (7) working days and provide You with a full reply within fourteen (14) working days.

If the outcome of Your complaint is not handled to Your satisfaction, You can write to:

Chief Executive Officer  
 HL Assurance Pte. Ltd.  
 11 Keppel Road #11-01 ABI Plaza  
 Singapore 089057

We will respond to Your appeal within fourteen (14) working days. If You are still dissatisfied with the CEO's response, We will refer You to a dispute resolution organization, Financial Industry Disputes Resolution Centre Ltd (FIDReC) which is an independent organization. FIDReC's contact details are:

Financial Industry Disputes Resolution Centre Ltd  
 36 Robinson Road #15-01  
 City House  
 Singapore 068877

Telephone : (65) 6327 8878  
 Fax : (65) 6327 8488  
 Email : [info@fidrec.com.sg](mailto:info@fidrec.com.sg)  
 Website : [www.fidrec.com.sg](http://www.fidrec.com.sg)

Important – Please remember to quote Your Policy number / reference in Your communication.