

## **Terms and Conditions**

Welcome to the FWD Drivamatics mobile App (“the App”). The App is owned and operated by FWD General Insurance Company Limited (“the Company”). By accessing or using the App, you acknowledge that you have read and agreed to the following terms and conditions.

### **Use of the App**

1. To use the App, you must be over 18 years of age and possess a valid driving license issued by the Hong Kong Special administrative region (“Hong Kong”).
2. To record your journey and calculate your driving score, you must allow the App to use the GPS location service of your mobile device.
3. The journey record and the driving score in the App shall be used for your reference and for the purpose of enhancing driving pleasure and calculation of MotorSmart Award cash rebate (if applicable) only. The Company does not warrant the accuracy of the journey record and the driving score. Unless specified otherwise, the journey record and driving score shall not be used for any other purpose (such as it cannot be used as legal evidence).
4. The App can only be used in Hong Kong. All journeys outside Hong Kong will not be recorded or scored.
5. The App shall only be used in the mobile device owned or controlled by you, and for non-commercial purpose only. When you use the App, you shall abide by these terms and conditions and all laws and regulations of Hong Kong. In particular, you agree not to : -
  - (a) attempt to copy, reproduce, modify, or translate the App or any pages comprising the App;

- (b) attempt to gain unauthorized access to or use of the App, or any networks, servers or computer systems connected to the App; or
  - (c) publish, post or share any offensive, defamatory or illegal contents in or through the App.
- 6. If you are found to abuse the App or use it for any illegal or unauthorized purpose, the Company reserves the right to terminate your access to the App without notice.
- 7. You agree to indemnify the Company against any loss, damage, costs or expenses which the Company may suffer or incur directly or indirectly as a result of your use of the App otherwise than in accordance with these terms and conditions and all applicable laws and regulations.

### **Your Personal Information and Other Information**

- 8. By using the App, you agree that the Company may, in accordance with its Personal Information Collection Statement, (1) use your personal data in direct marketing and (2) provide your name and contact details to other persons or FWD Group (as defined in the Personal Information and Collection Statement) for their use in direct marketing.
- 9. Furthermore, you also agree that the Company may (1) use your personal data (including all records in the App) for lucky draw (non-direct marketing purpose) and (2) provide your personal data (including all records in the App) to FWD Group (as defined in the Personal Information Collection Statement ) for lucky draw (non-direct marketing purpose).
- 10. Unless specified otherwise, the Company will not collect any information that is capable of ascertaining your identity through the App but the App will record the domain name and server address of your e-mail address. Such information will be used to prepare aggregate information about the number of visitors, usage pattern and general statistics of the App.

11. You agree that the Company may collect and use your personal data in accordance with the Personal Information Collection Statement for the purposes of providing you with your driving scores as well as any software updates and other support services of the App. To facilitate such purposes, the Company may transfer, disclose or share your personal data with data processors or other service providers. The personal data that the Company may collect and use includes: (i) account information including but not limited to your account username, email address, telephone number and other personal profile information; (ii) your personal data on social platforms (if applicable) including but not limited to username, profile picture, age group, gender, email address and other public information; (iii) technical and relevant information including but not limited to regular collections of unique system or hardware identifier, as well as information about your device, system, application software and other peripherals; (iv) information relating to the vehicles and journeys including but not limited to speed, driving time, travel distance and acceleration/deceleration, etc.; and (v) information relating to your geographical location.
12. The Company is committed to the implementation of and compliance with the Personal Data (Privacy) Ordinance. For details of the Personal Data Protection Policy and Practices of the Company, please visit: [www.fwd.com.hk/zh-hk/home/pdo.html](http://www.fwd.com.hk/zh-hk/home/pdo.html).

## Copyright

13. Unless otherwise stated, the trademarks, logos of the Company and the copyright in all materials contained on, in or available through the App including all information, data, text, music, sound, photographs, graphics, video messages and all source code, software compilations and other materials (“Materials”) are owned by the Company or its affiliated companies or its group companies.
14. You are not allowed to copy, edit, vary, reproduce, publish, display, distribute, store or disseminate the Company’s trademarks or logos or any of the Materials in any form or use the Company’s

trademarks or logos or the Materials without the Company's written consent.

### **No Warranty**

15. The information and materials contained in the App, including text, graphics, links or other items are provided "as is", "as available". The Company does not warrant the accuracy, adequacy or completeness of these information and materials and expressly disclaims liability for errors or omissions in these information and materials. No warranty of any kind, whether implied, express or statutory, including the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with these information and materials.

### **Limitation of liability**

16. In no event will the Company be liable for any damages, including direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with the App or your use thereof or inability to use by any parties, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Company or its representatives are advised of the possibility of such damages, losses or expenses. Hyperlinks to other Internet resources are used at your own risk; the content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by the Company.

### **Internet Communications**

17. The Company does not guarantee the messages sent over the App are completely secure. Communications over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet or otherwise. The Company will not be responsible for any damages incurred by you if you

send a message to the Company, or if the Company sends a message to you upon your request, over the Internet. The Company is not responsible in any manner for any direct, indirect, special or consequential damages arising out of the use of the App.

### **Update of the App**

18. The App calculates driving scores through precise and scientific method. You have to update the App regularly to ensure the scores are accurately calculated. After the release of the updated version, the Company will send you an update reminder through the App.
19. If you have not updated the App within one week of the update reminder, the App will send you an update reminder every week or you will receive a similar reminder whenever you log into the App until you have updated the App.
20. If you have not updated the App with the new version within 30 days of its release, the App will cease recording your journeys and calculating your driving scores until you have updated the App. If you turn off the notification function, you may miss the update reminder resulting in the cessation of journey recording and score calculation. The Company is not responsible for any impact or loss arising out of your failure to update the App in accordance with the update reminder.

### **MotorSmart Award**

21. The cash rebate of the MotorSmart award (the “Cash Rebate”) is only applicable to the customers who meet the following requirements:
  - (1) Successfully applied for FWD’s MotorSmart Plan (“MotorSmart”); and
  - (2) The FWD Drivamatics Mobile App system (“this App”) has successfully Identified his/her driving signature; and

- (3)The App has recorded a 3000km or above driving record within the coverage period of the MotorSmart insurance policy (“the Policy”); and
  - (4)The Policy remains in force and is not cancelled as at the expiry; and
  - (5)No claim has been submitted under the Policy (regardless of the claim is successful or not).
- (Collectively, the “Basic Requirements”)

22.The Cash Rebate is calculated according to the amount of net premiums paid (the Levy of Motor Insurers' Bureau of Hong Kong and premiums for any riders are not included) for that policy year. Customers will be entitled to a 10% Cash Rebate when the Basic Requirements, are met. For the customers who meet the Basic Requirements and achieve a “Total Average Score” of 51 or above during the coverage period of the Policy, they will be eligible for the cash rebate in accordance with the percentage as listed in the table below: -

Total Average Scores*	Cash Rebate Percentage
51-85	15%
86-95	20%
96-100	30%

**\*The Total Average Score will be calculated in accordance with below formula:**

$$\text{Total Average Score} = \frac{\text{Total score of each journey}^{**} \text{ during the coverage period of the Policy}}{\text{Total travel distances (km) during the coverage period of the Policy}}$$

**\*\*** Score for each journey = driving score for each journey x corresponding travel distance for each journey (km)

(Note: Travel distance and driving score shall be determined by the record of the App)

Example: If you have four journey records during the coverage period of the Policy with the following driving scores and travel distances:

(Note: The following example is used to demonstrate the calculation of the total average score only.)

Journey	Driving Score	Travel Distance (km)
1st	100	10
2nd	90	20
3rd	80	30
4th	70	40

Your Total Average Score will be  $(100 \times 10 + 90 \times 20 + 80 \times 30 + 70 \times 40) / (10 + 20 + 30 + 40) = 80$

The Company reserves the right to amend at any time the above methodology to calculate the Cash Rebate without advance notice.

23. Each Policy will only be eligible for the Cash Rebate once for each policy year. If a customer has more than one Policy, the customer is required to use the same account of the App. The App has a uniform assessment standard for the Total Average Score based on the customer's driving scores for the purpose of calculating the Cash Rebate percentage which will be applicable for all Policies held by the customers and registered with the App. In case of any disputes, the Company's decision is final.
24. The Company will send a Cash Rebate percentage notice through the App and the Cash Rebate will be paid after the expiry of the Policy. If the policyholder submits any claims (regardless of the claim is successful or not) after receiving the Cash Rebate, the policyholder shall refund the Cash Rebate in full to the Company.

## Others

25.The Company reserves the right to amend these terms and conditions without further notice to you.

26.In case of any discrepancy between the Chinese and English versions of these terms and conditions, the English shall prevail.