

Customer information for collective smartphone insurance (April 2023 edition)

Policyholder	<p>A collective insurance agreement (hereinafter “collective insurance agreement”) has been concluded between Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9001 St. Gallen (hereinafter “Helvetia”) as the insurer, and Helvetic Warranty GmbH, Industriestrasse 12, 8305 Dietlikon (hereinafter “Helvetic Warranty”) as the policyholder.</p> <p>The collective insurance agreement provides for certain insurance benefits in connection with the mobile phone insurance issued by neon Switzerland AG, Badenerstrasse 557, 8048 Zurich (hereinafter “Neon”).</p>
Risk carrier	<p>The risk carrier for all agreed components of this insurance is:</p> <p>Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9001 St.Gallen, Switzerland.</p>
Responsibility for insurance and claims processing	<p>Responsibility for this insurance and the processing of any claims lies with:</p> <p>Helvetic Warranty GmbH, Industriestrasse 12, 8305 Dietlikon, Switzerland.</p>
Insured person	<p>Neon customers may join the collective insurance agreement. The claim to insurance thus granted applies exclusively in relation to Helvetia.</p> <p>Customers who have bought mobile phone insurance are insured and eligible for benefits.</p>

STI Neon Smartphone Insurance, April 2023 edition

Standard Terms of Insurance (“STI”) for the collective insurance agreement between Helvetia Swiss Insurance Company Ltd, St. Gallen (“Helvetia”) as the insurer and Helvetic Warranty GmbH (“Helvetic Warranty”) as the policyholder.

1. Insured item

The insurance covers the smartphone on which the Neon banking app is activated and used (hereinafter “device”) against insured events.

2. Commencement and duration of insurance

The insurance coverage starts upon purchase and is subject to the waiting period. The waiting period is 30 days. The insurance coverage remains valid as long as the insurance is not cancelled by notifying Neon Switzerland AG. Insurance coverage is only in place for devices that did not have any previous damage when the insurance was taken out, and provided that the corresponding insurance premium had been paid when an insured event occurred.

The insurance coverage ends when cancelled. The insurance has a minimum term of six months and, after expiry of this term, may be terminated by giving notice in the Neon app to take effect at the end of the respective month.

3. Number of claims per insurance year

One claim is covered per calendar year. This applies regardless of the cause of the damage.

4. Insured person / beneficiary

The insured person must be resident in Switzerland.

5. Territorial scope

The insurance cover is valid worldwide.

6. Change of insured device

If the insured device is changed, the insurance coverage passes to the newly activated device registered with Neon.

7. Sum insured

The sum insured is the purchase price of the insured device (without deducting any discounts or special offers).

8. Maximum compensation limit in the event of a loss

The maximum benefit to be provided by Helvetia per claim is limited to the sum insured.

9. Insured events

The insurance covers damage to or destruction of the device due to a sudden or unforeseen external impact as a result of:

- damp or liquids (excluding high water and flooding); or
- violent impact (e.g. fall), damage due to sand, short circuit or overvoltage

The insurance also covers the sudden and unforeseeable loss of the insured device as a result of theft (robbery, burglary, unauthorised removal). This list is exhaustive.

10. Benefits

In the event of damage to or destruction of the insured device, as insurance against loss Helvetia will provide the following replacement in kind only:

- In the event of a partial loss:
the repair work to be carried out by Helvetic Warranty up to a maximum of the purchase price of the insured device at the time of the damage. In the case of mobile phones, there is the option of replacement instead of repair.
- In the case of total loss or theft:
a replacement device of the same type and quality. If the device affected by the total loss or theft is no longer available, a device of any other type/model with comparable technical features and in a price range similar to that of the insured device at the time of the claim will be provided instead.

If the device is damaged such that it cannot be repaired or repair is uneconomical, this is also deemed to be a total loss. Helvetia and Helvetic Warranty are solely responsible for assessing whether repair is uneconomical within the meaning of these terms and conditions.

In the event of a total loss, the device becomes the property of Helvetia and must be delivered to Helvetic Warranty on request before the insurance benefit is paid.

11. Deductible

The insured person must pay the following deductible per loss occurrence:

- CHF 85.00 in the event of damage or destruction
- CHF 150.00 in the event of theft.

12. Exclusions

The policy does not cover damage to or defects of the insured device:

- that are covered by statutory warranty or the contractual guarantee of a third party (e.g. the manufacturer or seller);
- that are covered under other insurance contracts;
- to the casing or external parts of the insured item insofar as these do not restrict the functioning of the insured item;
- resulting from assembly errors attributable to a technician not commissioned by the manufacturer or seller;
- resulting from alterations made to the insured device that were not approved by the manufacturer or seller;
- attributable to the failure to use the insured device in accordance with the manufacturer’s instructions;
- that are directly attributable to ageing, wear and tear or excessive deposits of dirt or other residues;
- due to vandalism;
- caused by grossly negligent or intentional behaviour on the part of the beneficiary;
- caused by repair, maintenance, restoration or cleaning work;
- due to failure to observe the instructions for use, to loss of data or software damage;
- if the insured person cannot provide the IMEI or serial number of the insured item;

- as a result of the device being left behind, misplaced and lost;
- if the insured person is unable to make the damaged item available (except in cases of theft);
- as a consequence of an official order, confiscation or strike;
- that occurred prior to the inception of insurance;
- if the stolen device was kept in a vehicle in a manner visible from the outside;
- as a result of pickpocketing of the insured item, or by the insured device being left unattended out of sight, or in public rooms and/or public places;
- for which costs are incurred to recover data, software, information or music stored on the device;
- where the repair process is not handled by Helvetic Warranty.

13. Obligations in the event of a claim

Helvetic Warranty must be notified of all claims without delay (no later than 14 days after they become known) via one of the following means of communication; where requested, the online claims form must also be completed.

- Tel.: +41 44 563 62 41
- Internet: www.helvetic-warranty.ch

In addition, the insured person:

- must provide the IMEI/serial number of an insured item and, on request, submit proof of purchase and photos of the device;
- must report the theft to the responsible police authority within 24 hours and request a police report;
- have the SIM card blocked by the mobile phone provider within 24 hours of noticing the theft;
- submit a detailed bill from the mobile phone provider showing the costs incurred from the fraudulent calls.

14. Claims adjuster

Claims are processed exclusively by Helvetic Warranty.

15. Breach of obligations

Benefits may be reduced or refused if statutory or contractual obligations are breached. This does not apply if the breach is deemed to have been involuntary given the circumstances or if it can be proven that the breach had no influence on occurrence of the insured event or on the amount of the benefits payable by Helvetia.

16. Other insurance covers and liability

Any other insurance contracts in force at the time of occurrence of the loss event and covering the same risks as those insured under this policy take precedence. Helvetia will provide benefits under these STI only in cases where other insurance contracts provide no or only partial benefits.

If a liable party has to pay the costs of the insured event, their obligation to indemnify takes precedence over the obligation to pay benefits as stipulated in this contract. If the liable party refuses to pay and if an indemnifiable loss event exists in accordance with these STI, Helvetia will make an advance payment under these STI and assume the insured person's rights in respect of the liable party. Any subtraction of the deductible or differences in deductibles and reductions due to gross negligence, breach of obligations, underinsurance or differing valuations in the event of a claim will not be compensated under these STI.

17. Data processing

Helvetia processes personal data only to the extent necessary for the performance of the contract and to handle claims and benefits. Furthermore, data may be processed in order to streamline administration, optimize products or perform statistical analyses, and for marketing purposes (e.g. newsletters, events, competitions, profiling, invitations, vouchers, etc.). Personal data is stored either physically or electronically for as long as is necessary to fulfil the processing purposes. If necessary, personal data is passed on to commissioned data processors and third parties involved (particularly to previous insurers, co-insurers and reinsurers, and to other insurers involved in Switzerland and abroad, as well as to domestic and foreign companies of Helvetia). Helvetia may also obtain pertinent information, especially on past claims experience, from government offices and other third parties.

You can find further, up-to-date information on data processing at <http://www.helvetia.ch/privacy>.

18. Place of jurisdiction and applicable law

The place of jurisdiction for all disputes arising out of or in connection with this insurance is either Helvetia's domicile (St. Gallen, Switzerland) or the insured person's place of residence. This insurance is governed by Swiss law.