

# Warranty extension

#### INFORMATION ABOUT YOUR INSURANCE POLICY

Dear customer

We would like to inform you about the identity of the insurer and the material content of the insurance contract (Art. 3 of the Insurance Contract Act/[Versicherungsvertragsgesetz]).

#### Who are your contractual partners?

The risk carrier for the present insurance is Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9001 St. Gallen. The insurance lies with European Travel Insurance (entitled ERV in the GCI), a branch of Helvetia Swiss Insurance Company Ltd, domiciled at St. Alban-Anlage 56, P.O. Box CH-4002 Basel.

#### Who is the individual policyholder?

The individual policyholder is Neon Switzerland AG, Badenerstrasse 557, CH-8048 Zurich.

#### Who is the premium debtor?

The premium is paid by the individual policyholder.

#### What risks are covered and what scope does the insurance coverage have?

The events for which ERV is obliged to provide a benefit are the result of these General conditions of insurance (GCI).

## What insurance benefits are provided?

The amount or ceiling and type of insurance benefits can be found in these GCI. The same applies to deductibles.

#### What persons are insured?

On the basis of the group insurance contract concluded with the individual policyholder, ERV only grants insurance coverage to the cardholder of a valid neon Mastercard issued in Switzerland by the policyholder, as well as a direct right of claim in connection with the insurance benefits.

#### What are the obligations of the insured persons?

The essential obligations of the insured persons include, for example, the following:

- If a loss occurrence occurs, it must be reported to ERV immediately.
- In the event of investigations by ERV, e.g. in the event of a loss occurrence, the insured persons must cooperate (obligation to cooperate).
- In the event of a loss occurrence, reasonable actions must be taken to mitigate and elucidate loss (duty to mitigate losses).
- f a change in the material circumstances recorded in the insurance contract and policy leads to an increase in risk, there is a duty to notify ERV of this without delay (aggravation of risk).

### When does the insurance coverage begin and end?

The insurance coverage begins with the conclusion of the «neon green» card contract and ends with the termination of the card contract (cancellation or definitive blocking without a replacement card by the individual policyholder or the cardholder) or upon the expiry of the validity of the neon Mastercard. In addition, the insurance coverage ends by termination of the collective insurance contract between Neon Switzerland AG and ERV.

## Why is personal data processed, passed on and stored? What personal data is processed?

ERV is authorised to pass on all data to the extent necessary to co-insurers and reinsurers, official agencies, insurance companies and institutions, central information systems of the insurance companies, other units of the group, hospitals, doctors, external experts and other parties involved in Switzerland and abroad and to obtain information from all of these agencies. In addition, information may be passed on to other liable third parties and their liability insurance policies in order to enforce claims for recourse.

The data is physically and/or electronically acquired, processed, stored and deleted pursuant to the regulations of the legislator. Data which concerns business correspondence must be stored for at least 10 years from termination of the contract, and claims data for at least 10 years after completion of the loss occurrence.

The authorisation covers in particular the physical and/or electronic storage of data, the use of the data for processing insurance claims and for combating abuse.

#### What else must be observed?

Use of the male gender to facilitate readability is intended to also refer to the female gender.

In case of doubt about interpretation and content of all documentation, the German version shall prevail.

### **OVERVIEW OF INSURANCE BENEFITS**



It should be noted that the insurance coverage only includes the benefit and sum insured that emerge from the table below. In any case, the benefits/sums insured of the insurance taken out remain decisive.

Description of the insurance benefit	Sums insured Maximum benefit totals in CHF per calendar year
Warranty extension	3 years 6,000

#### **GENERAL CONDITIONS OF INSURANCE (GCI) E232**

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#### **GENERAL PROVISIONS** 1



#### 1.1 Insured persons, special provision

The insurance is only valid for persons who have their civil domicile or habitual

residence in Switzerland or the Principality of Liechtenstein.

The insurance coverage exists if at least 80% of the original benefit has been paid with a valid (not cancelled or blocked) neon Mastercard issued by the individual policyholder.

#### 1.2 General exclusions

Not insured are events

- **x** which have already occurred or were recognisable at the time of conclusion of the insurance contract,
- which are caused by deliberate or grossly negligent action or omission or are the result of disregard of the common duty of care.

#### Claims against third parties

If the person covered has been compensated by a liable third party or their insurance, any reimbursement on the basis of the present contract is cancelled. If ERV is sued instead of the liable party, the person covered must assign their liability claims up to the amount of the expenses incurred by ERV.

In the case of multiple insurance (voluntary or compulsory insurance) ERV provides its benefits on a subsidiary basis, unless the terms and conditions of insurance of the other insurer likewise contain a subsidiary clause. In that case, the statutory provisions concerning double insurance shall apply.

Costs will only be reimbursed once even where there is more than one insurance policy with licensed companies.

#### Other provisions

- Claims lapse two years after any loss occurrence.
- The person entitled to the payment may exclusively choose his Swiss place of residence or the domicile of ERV, Basel, as the place of jurisdiction.
- Benefits wrongly claimed by the cardholder must be refunded to ERV together with the resulting expenses within 30 days.
- The insurance contract shall be governed exclusively by Swiss law, in particular by the Swiss Federal Insurance Contract Act/[Bundesgesetz über den Versicherungsvertrag] (VVG).
- ERV pays its benefits in principle in CHF. Foreign currencies are converted at the exchange rate of the day on which these costs were paid by the insured
- When ERV pays the claim, the individual policyholder shall assign their claim resulting from the insurance contract as an automatic lump sum to ERV.
- ERV only provides insurance coverage and may only be liable for damage claims or other benefits in so far as these are not in breach of any sanction or restriction per UN resolutions, or in breach of any trade or economic sanctions imposed by Switzerland, the European Union or the United States of America.

### 1.5 Obligations in case of loss occurrence

In the event of a loss occurrence, please contact

• the claims service of ERV, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, fax +41 58 275 27 30, schaden@erv.ch. On-line claims forms are available at www.erv.ch/schaden.

The insured must do everything before and after the loss occurrence to help avert or reduce the loss and clarify it.

The insurer must be furnished immediately with

- the information requested,
- the necessary documents, and
  payment details (Neon IBAN) in the absence of payment details, the transfer fees of CHF 40 will be charged to the person covered.

In the event of culpable breach of obligations in the event of a loss occurrence, the insurer is entitled to reduce the compensation by the amount by which it would have been reduced had the person covered acted in accordance with the conditions

The insurer's obligation to pay benefits is waived if this creates a disadvantage for the insurer and

- · deliberately false representations are made,
- · facts are concealed or
- the required obligations (including confirmation and receipts) are not met.

#### **WARRANTY EXTENSION**



#### 2.1 Insured items

The warranty extension protects newly purchased equipment with a valid manufacturer's warranty and extends them for the agreed duration. The item must have been at least 80% paid for with the neon Mastercard for which the insurance is valid.

This covers the following:

- ✓ electrical household appliances («white goods», such as washing machines, tumble dryers, dishwashers, cooking hobs, ovens, refrigerators, vacuum cleaners, irons, toasters and electric toothbrushes):
- electronic entertainment equipment («brown goods», such as televisions, DVD players, home cinema systems, hi-fi systems, MP3 players, photo cameras, video cameras and GPS devices);
- electrical communication devices («grey goods», such as mobile phones, computers, notebooks, copiers, fax machines, scanners and game consoles). Minimum value: CHF 50

#### **Duration of the insurance**

The warranty extension period starts with the end of the manufacturer's warranty and lasts 36 months (3 years).

#### Insured benefits

The insurance extends the manufacturer's warranty and reimburses the costs

✓ for repair or replacement in the event of damage which would be covered by the original manufacturer's warranty.

Compensation is 90% after the expiry of the manufacturer's warranty in the 1st year, 80% in the 2nd year, and in the 3rd year 70% of the original purchase price. Pursuant to the overview of insurance benefits, the sum insured is limited per insurance year.

### **Uninsured objects**

- appliances/objects permanently connected to the building in the household, such as air conditioning or heating systems;
- devices that do not have a serial number or do not have a manufacturer's warranty;
- rented or leased items;
- used, recycled or recovered items or used cars.

### Uninsured events and costs

- x damage that would not be covered by the original manufacturer's warranty, such as external influences directly or indirectly caused by transport, delivery or installation, power failure, power fluctuations or incorrectly connected supply and discharges;
- accidental damage, damage due to misuse, fire, water or liquid exposure, corrosion, lightning, sand, vermin, termites, insects, rot, moisture, heat, rust or bacteria;
- consequential damages, third-party costs, services, inspections, expertise, cleaning, cosmetic repairs that do not affect functionality, consumables, viruses, software errors or fuses or costs for the extension of stationary installed equipment:
- damages that fall under the duration of the original manufacturer's warranty.

#### Procedure upon loss occurrence

The person entitled to claim must immediately notify ERV of any damage caused as soon as it is determined.

In order to assert claims, the person entitled to claim shall provide the insurer with the following evidence:

- a claim form, completed and signed;
- original or copy of the proof of purchase;
- original or copy of the card statement showing that at least 80% of the purchase price was paid with the neon Mastercard;
- original or copy of the manufacturer's warranty;
- contact details of the company/person that detected the defect on the device and may carry out the repair as a certified repair point of the respective manu-
- facturer, including a repair cost estimate;
   any other relevant documents that are required.

### **GLOSSARY**

#### Α Abroad

Neither Switzerland nor the country in which the insured person has a permanent residence is regarded as a foreign country.

#### Р Place of residence/state of residence

The country of residence is the country in which the person covered has their civil-law domicile or habitual abode or last had it before commencement of the insured stay.

#### S Switzerland

Switzerland and the Principality of Liechtenstein are included in the scope of application.