

## Customer information and General terms and conditions of insurance

### Collective insurance package neon Shopping

#### Customer information under the Swiss Insurance Contract Act (ICA)

The following customer information provides a concise overview of the insurer's identity and the material content of the insurance contract (Article 3 of the Swiss Insurance Contract Act – ICA). Only the insurance confirmation and General terms and conditions of insurance (GTC) are authoritative for the content and scope of the rights and obligations derived from the insurance contract.

Who is the insurer?

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The insurer is AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter referred to as Allianz Assistance. The company headquarters are at Richtiplatz 1, 8304 Wallisellen.

Who is the policyholder?

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The policyholder is Neon Switzerland AG whose registered office is at Badenerstrasse 557, 8048 Zurich.

What risks are insured and what is the scope of the cover?

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The insured risks under the respective contract, scope of the cover and the cover restrictions are set out in the insurance confirmation and General terms and conditions of insurance (GTC). The following is a summary of the various insurance components offered, provided for ease of understanding:

##### Return protection insurance

– Refund for undamaged, fully functioning goods if they are not accepted to be taken back by the seller within 90 days of sale (card use of at least 60%).

##### Purchase protection insurance

– Assumption of costs in the event of theft, robbery, destruction or damage to the insured item (card use of at least 60%) for 90 days from the date of purchase.

##### Online buyer protection

– Assumption of financial losses caused by the non-delivery, incorrect delivery or delivery of damaged online purchases (card use of at least 60%).

Which persons are insured?

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On the basis of the collective insurance contract with the policyholder and Allianz Assistance, Allianz Assistance grants insurance coverage as well as an insurance related direct right to claim within the scope of the following General terms and conditions of insurance (hereinafter referred to as the GTC) for every cardholder resident in Switzerland of a valid, non-terminated neon Mastercard metal (hereinafter referred to as card) issued by the policyholder, provided that at least 60% of the item purchased has been paid for with the relevant card. Equally insured are the persons living in the same household as the cardholder, as well as their minor children not living in the same household.

Temporal and geographical scope of the insurance cover

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The insurance cover basically applies worldwide during the insurance period.

What are the main exclusions?

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The following list contains only the most important insurance cover exclusions. Further exclusions are contained in the exclusionary clauses «Non-insured events and benefits» of the General terms and conditions of insurance as well as the ICA:

##### All insurance components

– An event is not insured if it has already occurred when the insured person entered into the insurance scheme or if its occurrence was foreseeable for the insured person when entering into the insurance scheme.

- Events are not insured if the insured person has triggered them in the following ways:
  - negligent or premeditated actions/or failure to act;
  - committing or attempting to commit crimes or offences.

##### Return protection insurance

– There is no insurance cover for services related to the insured items (e.g. installation costs, warranties, authorizations, transportation costs or affiliations).

##### Purchase protection insurance

– There is no insurance cover for damage for which a third party, as the manufacturer or seller, is contractually responsible owing to a repair order.

##### Online buyer protection

– There is no insurance cover for losses resulting from manufacturing faults and material defects, intrinsic decay and loss due to the natural properties of the goods.

Which obligations are incumbent on the policyholder and insured persons?

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The following list contains only the main obligations. Other obligations are set out in the General terms and conditions of insurance and the ICA:

##### All insurance components

- In any event, the insured person is obliged to do everything to mitigate the loss and help resolve the claim.
- If the entitled person is in breach of his/her obligations, Allianz Assistance can withhold or reduce the benefits.
- Once the insured event has occurred, Allianz Assistance must be notified of the claim event immediately in writing and sent the required documents listed in the special provisions for the individual insurance components (for contact address, see GTC section I 11).

How much is the premium?

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This insurance is part of the neon Mastercard metal card service package; the premiums are borne by the policyholder.

When does the insurance begin and end?

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Insurance coverage applies from the time when the credit card number (PAN) of the neon Mastercard metal is taken possession of and a card turnover of CHF 500 is reached with the neon Mastercard metal and ends with the termination of the credit card agreement (termination by the policyholder or by the cardholder) or the termination of the collective insurance contract between the policyholder and Allianz Assistance on which this insurance is based.

How does Allianz Assistance treat data?

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When processing personal data essential to the transaction of insurance business, Allianz Assistance observes the Swiss Data Protection Act (FADP). If necessary, Allianz Assistance will use the claims form to obtain the necessary approval from the insured person to process the data.

The personal data processed by Allianz Assistance includes data relating to the conclusion of the contract and the policy/claims handling. The information processed mainly comprises the policyholder's or insured person's details from the insurance application and the claims statement. In the interests of all policyholders, data may also be exchanged with previous insurers and reinsurers within and outside Switzerland. Allianz Assistance also processes personal data in connection with product enhancements as well as for its own marketing purposes.

In order to offer value-for-money comprehensive insurance cover, some of the benefits offered by Allianz Assistance are provided by legally independent companies both domestically and abroad. These may be Allianz Group companies or cooperation partners. For the purposes of fulfilling its contractual obligations, Allianz Assistance must exchange data both within and outside the group.

Allianz Assistance stores data electronically or physically in compliance with the legal provisions.

Persons whose data is processed by Allianz Assistance have the right, in accordance with the Data Protection Act (DPA), to ask what data concerning them Allianz Assistance actually processes; they may also request the rectification of incorrect data.

## Table of benefits

Insurance components (Indemnity insurances)	Insured benefits	Maximum insured amount	
A Return protection insurance	Refund for undamaged, fully functioning goods if they are not accepted to be taken back by the seller within 90 days of sale.	per card and year	CHF 1,000
B Purchase protection insurance	Assumption of costs in the event of theft, robbery, destruction or damage to the insured item for 90 days from the date of purchase.	per card and year	CHF 2,000
C Online buyer protection	Assumption of financial losses caused by the non-delivery, incorrect delivery or delivery of damaged online purchases.	per card and year	CHF 10,000

### Contact address for complaints

Allianz Assistance  
Complaint Management  
Richtplatz 1  
P.O. Box  
CH-8304 Wallisellen

## General terms and conditions of insurance (GTC)

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), hereinafter referred to as Allianz Assistance, grants the benefits agreed under the collective insurance contract with Neon Switzerland AG and outlined in the General terms and conditions of insurance (GTC). In addition, the provisions of the Swiss Insurance Contract Act (ICA) apply.

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### I Common provisions to all insurance components

The Common provisions to all insurance components only apply insofar as the Special provisions relating to the individual insurance components contain no provisions to the contrary.

#### 1 Insured persons

The insurance cover applies to the cardholder resident in Switzerland (hereinafter referred to as insured person) of a valid, non-terminated neon Mastercard metal issued by the policyholder. Equally insured are the persons living in the same household as the cardholder, as well as their minor children not living in the same household.

#### 2 Geographical scope

Unless otherwise specified in the Special provisions relating to the individual insurance components, the insurance applies worldwide.

#### 3 Non-insured events and benefits

- 3.1 An event is not insured if it has already occurred when the insured person entered into the insurance scheme or if its occurrence was foreseeable for the insured person when entering into the insurance scheme.
- 3.2 Events are not insured, which the insured person has triggered in the following ways:
  - negligent or premeditated actions/or failure to act;
  - committing or attempting to commit crimes or offences.
- 3.3 The following events and their consequences are not insured: war, terror attacks, any type of unrest, epidemics, pandemics, natural catastrophes and incidents involving atomic, biological or chemical substances.

#### 4 Duties in the event of a claim

- 4.1 The insured person is obliged to do everything to mitigate the loss and help resolve the claim.
- 4.2 The insured person is obliged to observe his/her contractual or legal reporting, notification and conduct-related duties in full (e.g. immediately reporting the insured event to the contact address given in section I 11). For example, a loss caused by theft or robbery is to be reported to the police authority responsible within 48 hours of discovering its occurrence.

- 4.3 If the insured person is also able to claim benefits paid out by Allianz Assistance from third parties, the insured person must uphold these claims and cede them to Allianz Assistance.

#### 5 Breach of duties

If the entitled person is in breach of his/her obligations, Allianz Assistance can withhold or reduce the benefits.

#### 6 Definition

Switzerland  
The territory of Switzerland for the purpose of insurance cover includes Switzerland and the Principality of Liechtenstein.

#### 7 Multiple insurance and claims against third parties

- 7.1 In the event of (voluntary or mandatory) multiple insurance, Allianz Assistance provides its benefits in a subsidiary capacity, subject to there being an identical clause in the other insurance contract. In such a case the legal provisions of double insurance apply.
- 7.2 If an insured person is entitled to benefits under any other (voluntary or mandatory) insurance contract, cover is restricted to that part of the Allianz Assistance benefits that exceeds the cover provided under the other insurance contract. Overall costs are reimbursed once only.
- 7.3 If Allianz Assistance provides benefits in spite of a subsidiarity situation, these benefits count as an advance and the insured person or beneficiary will cede his/her claims against the third party (voluntary or mandatory insurance) to Allianz Assistance to the extent of those benefits.
- 7.4 If the insured or entitled person has been compensated by a liable third party or the third party's insurer, any compensation due under this contract is rendered void. If a claim is made against Allianz Assistance instead of the liable party, the insured or entitled person must concede his/her liability claims up to the extent of the compensation received from Allianz Assistance.

#### 8 Limitation period

Claims under the insurance contract expire five years after the occurrence of the event giving rise to the obligation to pay benefits.

9	Place of jurisdiction and applicable law
9.1	Lawsuits against Allianz Assistance may be brought before the court at the company's registered office or at the Swiss place of residence of the insured or entitled person.
9.2	The Swiss Insurance Contract Act (ICA) applies in addition to these provisions.
10	Hierarchy of regulations
10.1	The Special provisions relating to the individual insurance components take precedence over the Common provisions to all insurance components.
10.2	In the event of linguistic differences between the French, Italian, English and German GTC, the German version will always apply where any doubt exists.
11	Contact address

Allianz Assistance  
 Richtiplatz 1  
 P.O. Box  
 CH-8304 Wallisellen  
 info.ch@allianz.com

## II Special provisions for the individual insurance components

### A Return protection insurance

1	Insured amount
	The insured amount can be seen in the table of benefits.
2	Temporal scope
	Insurance cover commences with the transfer of the goods at the point of purchase and lasts for 90 days, including transport to the definitive place of destination. Payment of this benefit is subject to the insurer having been notified of the insured event at the latest on the next working day following the 90th day.
3	Insured goods
	Insured cover is provided for undamaged and properly functioning moveable goods for personal use with a purchase value of CHF 60 or more, which are bought by an insured person who paid at least 60% of the purchase price using his card.
4	Insured events
	The insured event is triggered when the insured person attempts, for whatever reason, to return goods within 90 days of taking possession of them, and the seller refuses to take the goods back.
5	Insured benefits
	The insurer shall reimburse the price paid by the insured person for the insured goods in accordance with the amount shown on the neon Mastercard metal or on the receipt, up to the amount stated in the Table of benefits.
6	Non-insured events and benefits (in addition to section I 3)
	Not insured are:
6.1	cash, cheques, traveller's cheques, any other type of security (e.g. bills of exchange, postage stamps), admission tickets and other qualification certificates;
6.2	animals and plants;
6.3	foodstuff and luxury foods, cosmetic articles and medication;
6.4	jewelry, precious metals, gemstones and furs;
6.5	objects of predominantly artistic or sentimental value as well as antiques;
6.6	mobile phones;
6.7	motor vehicles and their components;

6.8	any type of recording (e.g. audio, photo, video, digital recordings), computer software and books unless where returned unopened in their original packaging;
6.9	medical aids (e.g. spectacles, implements, prostheses, facilities, equipment, medication);
6.10	objects intended for permanent use in the home, office, car, etc. (e.g. devices for opening garage doors, vehicle alarm systems);
6.11	reduced and sale items;
6.12	second-hand, repaired, reconditioned or transformed articles;
6.13	real estate (property and land);
6.14	all types of services related to the insured items (e.g. installation costs, warranties, authorizations, transportation costs or affiliations).
7	Duties in the event of a claim (in addition to section I 4)

7.1	Proof must be provided that at least 60% of the item's purchase price was paid for by the insured person with a valid neon Mastercard metal or a related additional card.
7.2	In the event of a claim, Allianz Assistance must be sent the following documents in writing (see section I 11):
	– transaction slip of the card account showing the relevant transaction;
	– written confirmation from the store where the goods were purchased clearly stating the reason for the goods not being accepted;
	– if the claim is accepted, the insurer may request the insured person to send in the insured goods (where necessary, in original packaging) by registered delivery within 30 days. The receipt for the registered delivery should be retained as proof of dispatch, should the insurer fail to receive the goods.

### B Purchase protection insurance

1	Insured amount
	The insured amount can be seen in the table of benefits.
2	Temporal scope
	The insurance cover begins when possession is taken of the insured item upon purchase and ends 90 days later. Insurance cover for items that are handled by a transport company (shipping/subsequent delivery) begins upon handover of the item to the transport company in question. The insurance cover applies for 90 days from the time the item is handed over by the transport company to the insured person.
3	Insured items
	Purchase protection insurance applies to items of movable property intended for personal use with a minimum value of CHF 50 who paid at least 60% of the purchase price using his card.
4	Insured events
	The insured items are insured against damage, destruction, theft and robbery.
5	Insured benefits
5.1	In the case of items that are stolen or destroyed, Allianz Assistance may at its own discretion decide to replace the item in kind or reimburse the purchase price.
5.2	In the case of items that are damaged, Allianz Assistance may at its own discretion decide to have the item repaired or reimburse the costs of repair up to a maximum of the purchase price.
5.3	In the case of items that are part of a pair or set, the insurance cover applies up to the amount of the purchase price insofar as those parts that were not damaged are unusable on their own or the other half of the pair or remainder of the set cannot be purchased separately.
6	Non-insured events and benefits (in addition to section I 3)
6.1	The following items are excluded from cover:
	– cash, cheques, traveller's cheques, all other kinds of securities, admission tickets and other vouchers and certificates, coins, medals, unset gems and pearls and precious metals in the form of reserves, bullion or trading goods;
	– jewellery and watches, precious metals and precious stones insofar as they are not worn or used as intended or are carried in the personal custody of the cardholder;

- second-hand goods (works of art are not regarded as second-hand goods);
  - motor vehicles;
  - plants and animals;
  - consumables and perishable goods with a limited shelf life, e.g. foodstuffs, tobacco, alcohol, cosmetics;
  - items procured through fraudulent or unauthorized use of the card.
- 6.2 There is no insurance cover for the following:
- normal wear and tear;
  - manufacturing faults or material defects, internal spoilage or deterioration, or natural flaws;
  - operating errors;
  - effects of temperature and weather;
  - damage caused as a result of strikes, lockouts or sabotage on the part of ser-vice providers or carriers;
  - purchases from a peer-to-peer platform or auction platform or from a company not liable for VAT;
  - damage for which a third party, as the manufacturer or seller, is contractually responsible owing to a repair order.

## 7 Duties in the event of a claim (in addition to section I 4)

- 7.1 Proof must be provided that at least 60% of the item's purchase price was paid for by the insured person with a valid neon Mastercard metal or a related additional card.
- 7.2 Damaged items are to be made available to Allianz Assistance until the claim has been definitively settled and to be forwarded on request to Allianz Assistance at the expense of the insured person for assessment.
- 7.3 If the claim is based on a theft or robbery, the insured person is to report the incident to the police authority responsible within 48 hours of discovering its occurrence.
- 7.4 In the event of a claim, Allianz Assistance must be sent the following documents in writing (see section I 11):
- claims form;
  - transaction slip of the card account showing the relevant transaction;
  - purchase receipt or order confirmation showing the purchase price and date of the purchase;
  - additionally, in the case of theft or robbery: police report.
- Additionally, in the event the insured item was shipped:
- proof that the insured item was actually shipped and the date of shipping (e.g. shipping confirmation, postal receipt);
  - accident/damage report (e.g. confirmation of damage to the insured item by the transport company, documenting photos).

## C Online buyer protection

### 1 Insured amount

The insured amount can be seen in the table of benefits.

### 2 Insured events

The insurance covers moveable items for private use purchased by the insured person via the internet (online) and which:

- are damaged or destroyed during transport by an unforeseen and sudden external influence between the time of the online purchase and completed delivery;
- go missing during transport by a carrier (dispatch);
- are not delivered or only partially delivered by the seller;
- do not correspond to the purchased item due to false declaration by the seller relating to one of the following assessment criteria:
  - condition, e.g. «new and unused» instead of «used» or «functional» instead of «no longer functional»;
  - material, e.g. «real leather» instead of «artificial leather» or «solid wood» instead of «veneered wood»;
  - product generation, e.g. «latest generation» instead of «first generation» or «PlayStation 4» instead of «PlayStation 3»;
  - the completeness of a product, e.g. «complete chess set» instead of «chess set with one piece missing»;
  - brand compliance, e.g. a purchased item that is not from the named manufacturer (this also applies if the item is confiscated at customs). However, the purchase with intent or conditional intent of forgeries is not covered;

- are not taken back by the seller despite the valid use of the buyer's right of return/refund with the insured person not being refunded for the purchase price;
- are damaged or destroyed by an unforeseen and sudden outside influence or go missing while being returned to the seller due to the buyer exercising his/her right of return.

### 3 Insured benefits

- 3.1 Compensation exclusively to the amount stated in the insurance policy is provided in an insured event.
- 3.2 Calculation of loss and compensation
- 3.2.1 Damage to insured items is calculated on the basis of their replacement value, minus the residual value.
- 3.2.2 The market price of an item of the same type and quality at time of payment is used to determine the replacement value and compared to the purchase price paid, whereby the lower value is definitive.
- 3.2.3 If damaged items are repairable, the loss is calculated on the basis of the repair costs or the costs for replacement parts plus any residual loss in value up to the extent of the replacement value.
- 3.2.4 In the case of goods belonging to a pair or set, the loss is calculated on the basis of the entire entity's replacement value minus the residual value, provided the items unaffected by the loss are useless on their own or the other half of the pair or remainder of the set cannot be purchased individually or partially.
- 3.2.5 The insurer may choose to provide replacement in kind or reimburse the price.
- 3.2.6 When compensating an item without deducting the residual value as per section II C 3.2.1, proprietary rights pertaining to the item in question transfer to the insurer when compensation is provided unless there is an agreement to the contrary.

### 4 Non-insured events and benefits (in addition to section I 3)

There is no insurance cover for the following insured events, losses or items:

- 4.1 Losses resulting from normal wear and tear.
- 4.2 Losses resulting from manufacturing faults and material defects, intrinsic decay and loss due to the natural properties of the goods.
- 4.3 Insured events relating to a description open to interpretation or deviating from the status description of the purchased item relating to the extent of wear and tear and traces of usage or in relation to the packaging.
- 4.4 Cash, coins, medals, cheques, traveller's cheques, qualification certificates and/or admission tickets and all other securities.
- 4.5 Foodstuffs, animals, plants and motor vehicles.
- 4.6 Jewellery, watches, precious metals, precious stones and pearls.

### 5 Duties in the event of a claim (in addition to section I 4)

- 5.1 To be able to make use of the insurer's services, the insured person must report an insured event to the insurer within 72 hours from the occurrence of the event or from learning of the event and submit to the insurer a claims statement with all the required information.  
**Contact number: +41 44 283 38 83**
- 5.2 Proof must be provided that at least 60% of the item's purchase price was paid for by the insured person with a valid neon Mastercard metal or a related additional card.
- 5.3 Damaged or wrongly delivered items must be kept available for the company and sent for assessing at the company's request at the entitled person's own expense until the claim is settled definitively.
- 5.4 The incident must be reported to the nearest police station at the company's request.
- 5.5 In the event of a claim, Allianz Assistance must be sent the following documents in writing (see section I 11):
- claims form;
  - transaction slip of the card account showing the relevant transaction;
  - documents / receipts / details of the insured event;
  - confirmation by the police that criminal charges have been filed in relation to the claim;
  - purchase receipt with details of the purchase price and date incl. time and confirmation of the order or mandate;
  - proof that the item was sent (e.g. online confirmation of dispatch, confirmation of postal dispatch or similar);
  - other crucial information for determining the extent of the loss.