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General conditions of insurance (GCI). neon Mastercard[®] warranty extension.

European Travel Insurance ERV
P.O. Box, 4002 Basel, +41 58 275 27 27
info@erv.ch, www.erv.ch

Information about your insurance policy

Dear customer
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We would like to inform you about the identity of the insurer and the material content of the insurance contract (Art. 3 of the Swiss Insurance Policies Act).

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

Who are your contractual partners?

The risk carrier for this insurance is: Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9001 St. Gallen, Switzerland. Responsibility for this insurance lies with: European Travel Insurance (referred to as ERV in the General Conditions of Insurance), 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.

Which persons are insured?

On the basis of the collective insurance contract entered into with the individual policyholder, ERV grants insurance cover and a direct right of claim in connection with the insurance benefits only to the cardholder of a valid neon Mastercard® issued in Switzerland by the policyholder. The insured persons are listed in the insurance policy and the General Conditions of Insurance (GCI).

What law or contractual basis applies?

This contract is governed by Swiss law. If the insured person's place of residence/domicile is in the Principality of Liechtenstein, the law of Liechtenstein applies together with the provisions of the Liechtenstein Insurance Policies Act (Versicherungsvertragsgesetz – VersVG).

The basis of the contract comprises the insurance policy and the General Conditions of Insurance. In all other respects, the Swiss Federal Act on Insurance Policies applies.

What risks are covered and what is the scope of the insurance cover?

The events for which ERV is obliged to provide a benefit are set out in these General Conditions of Insurance (GCI).

What type of insurance is it?

The insurance is generally insurance against loss. Fixed-benefit insurance policies are expressly designated as such in the contract documents (e.g. application, policy, GCI).

What insurance benefits are provided?

The amount and/or maximum limit and the type of insurance benefits can be found in these GCI. The same applies to any deductibles or waiting period.

How high is the premium payable?

The premium is communicated explicitly as part of the process of concluding the collective insurance agreement. Details of the premium and the statutory duties and fees (e.g. Swiss Federal stamp duty) can be found in the policy and premium invoice.

What obligations apply on concluding the contract?

As the applicant, the insured person is obliged under Article 6 of the Liechtenstein Insurance Policies Act to provide complete and correct answers to all the questions in the application (e.g. date of birth, previous damage/losses). If, when concluding the insurance, the insured person provides an incomplete or incorrect answer to a written question or a question in any other text form, ERV is entitled to terminate the contract within four weeks of becoming aware of the breach of the duty to notify. If the contract is terminated in this manner, the obligation to pay benefits also ceases for any damage already suffered if the occurrence or scope of such damage was influenced by the incorrectly or incompletely disclosed risk. If benefits have already been paid for such losses, repayment may be demanded.

What are the other obligations of the insured person?

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

- If a loss event occurs, it must be reported to ERV immediately.
- The insured person must co-operate in ERV's investigations, for example in investigating a claim (obligation to cooperate).
- If a loss event occurs, reasonable actions must be taken to mitigate and elucidate the loss (obligation to mitigate losses).

When does the insurance cover commence and end?

The contract commences on the date stipulated in the insurance policy and is valid until the end of the current month plus one additional calendar month (minimum term). Unless cancelled, the contract will be renewed tacitly and automatically by a further calendar month. The warranty extension period starts with the end of the manufacturer's warranty and lasts 36 months (3 years).

The contract can be cancelled online in the neon app upon expiry of the minimum term to the end of the current calendar month. If the «neon Mastercard®» credit card contract is cancelled, the contract ends automatically. In addition, the insurance cover ends upon termination of the collective insurance contract between neon Switzerland AG and ERV.

When is there a right of cancellation?

The insured person may cancel, in writing or any other text form, their application to conclude the contract or their declaration of acceptance of such contract. The period of cancellation is 14 days and commences as soon as the insured person has applied for or accepted the contract. This period is considered to have been met if the insured person has notified ERV or neon Switzerland AG of the cancellation or submitted their notice of cancellation to the postal service on or by the last day of the cancellation period. The right of cancellation is excluded in the case of group personal insurance, provisional cover notes and agreements with a term of less than one month. An annual premium/single premium will remain due if an injured third party can credibly make claims against ERV.

What personal data is processed and why?

All personal data is processed in accordance with current data protection legislation. ERV is responsible for processing your personal data. In the notes on data protection at www.erv.ch/datenschutz, you will find further information on the purposes for which personal data is processed (e.g. conduct of insurance business, marketing activities, pricing and individual product creation, risk assessment and settlement of claims, recipients in Switzerland and abroad), as well as your rights.

What else must be observed?

The actual insurance contract remains authoritative in any case.

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

Overview of insurance benefits

It should be noted that the insurance cover only includes the benefit and sum insured shown in the overview below. In each case, however, the benefits/sums insured under the insurance taken out remain authoritative.

Description of the insurance benefit	Sums insured Maximum benefits sums in CHF
Warranty extension	3 years 6,000

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- 1 General provisions
- 2 Warranty extension

1 General provisions

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 cover exists if **at least 80%** of the original service was paid using a valid (not cancelled or blocked) neon Mastercard® issued by the individual policyholder.

1.2 General exclusions

The insurance does not cover the following events:

- which had already occurred or were manifest when the insurance was taken out,
- events which are caused by deliberate or grossly negligent acts or omissions or are due to a failure to observe the generally accepted duty of care.

1.3 Claims against third parties

- A If the insured person has been indemnified by a liable third party or their insurer, no payment will be made under this contract. If ERV is sued instead of the liable party, the insured person must assign their liability claims to ERV up to the amount of the expenses incurred.
- B In the case of multiple insurance (voluntary or compulsory insurance) ERV shall provide its benefits on a subsidiary basis, unless the terms and conditions of insurance of the other insurer also contain a subsidiary clause. In this case the statutory provisions for multiple insurance are applicable.
- C Costs will only be reimbursed, in total, once even where there is more than one insurance policy with licensed companies.

1.4 Other provisions

- A Claims lapse five years after any loss events.
- B The sole place of jurisdiction for the person entitled to make a claim is their Swiss domicile or the domicile of ERV, Basel.
- C Any benefits unduly received by the cardholder must be refunded to ERV together with any expenses incurred within 30 days.
- D The insurance contract is governed exclusively by Swiss law, in particular by the Swiss Federal Act on Insurance Policies (IPA).
- E ERV generally pays its benefits in CHF. Foreign currencies are converted at the exchange rate on the day on which these costs were paid by the insured person.
- F When ERV pays the claim, the insured person shall assign their claim resulting from the insurance contract as an automatic lump sum to ERV.
- G ERV only provides insurance cover and is only liable for claims or other benefits insofar as they do not conflict with sanctions or constitute a breach of sanctions under UN resolutions and do not breach trade or economic sanctions imposed by Switzerland, the European Union, the United Kingdom or the United States of America.

1.5 Obligations in the event of a claim

- A In the event of a claim, please contact the ERV claims service, P.O. Box, CH-4002 Basel, phone +41 58 275 27 27, www.erv.ch/schaden, schaden@erv.ch.
- B The insured person must do everything before and after the loss event to help avert or reduce the loss and clarify it.
- C The insurer
- must be provided immediately with the information requested,
 - must be provided with the necessary documents, and
 - must be provided with payment details (neon IBAN).
- D All original documents and damaged items must be retained and provided to ERV at its request.

1.6 Culpable breach of obligations in the event of a claim

- A In the event of a culpable breach of obligations when a claim is made, the insurer is entitled to reduce compensation by the amount by which it would have been reduced had the insured person acted in accordance with the policy terms.
- B The insurer is not obliged to pay benefits if the insurer suffers a disadvantage as a result and
- false information is provided intentionally,
 - facts are concealed or
 - the required obligations (including confirmation and receipts) are not met.

2 Warranty extension

2.1 Insured items

- A The warranty extension protects newly purchased equipment with a valid manufacturer's warranty and extends it for the agreed duration.
- B The insurance covers:
- 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 50.00.

2.2 Duration of the insurance

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

2.3 Insured benefits

- A The insurance extends the manufacturer's warranty and reimburses the costs incurred to repair or replace items in the event of damage that would have been covered by the original manufacturer's warranty.
- B Following the expiry of the manufacturer's warranty, compensation is 90% of the original purchase price. The sum insured is capped at CHF 6,000 as per the overview of insurance benefits.

2.4 Uninsured items:

- 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.

2.5 Uninsured events and costs:

- 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 discharge pipework;
- accidental damage, damage due to misuse, fire, water or liquid exposure, corrosion, lightning, sand, vermin, termites, insects, rot, moisture, heat, rust or bacteria;
- consequential damage, 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;
- damage that falls under the duration of the original manufacturer's warranty.

2.6 Procedure in the event of a claim

- A The person entitled to claim must immediately notify ERV of any damage caused as soon as it is detected.
- B 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 card statement showing that at least 80% of the purchase price was paid using 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 manufacturer, including a repair cost estimate;
 - any other relevant documents that are required.