

"GCI Mobile Protection"
Edition 07/2019

General Insurance Conditions (GCI) for the group insurance contract between Helvetia Schweizerische Versicherungsgesellschaft AG, St. Gallen as insurer and Helvetic Warranty GmbH, Dietlikon as policyholder.

1. Start and duration of insurance

The insurance cover begins at the time of purchase of the insured object (according to the insurance confirmation) and ends

- a) at the end of the chosen period of 12 or 24 months, or
- b) after one (duration 12 months) or two (duration 24 months) claims.

2. Cancellation of the insurance

Cancellation of the insurance is possible within 7 days of taking out the policy, provided that no claim has been made by then. The insurance expires with the submission of the declaration of revocation. The premium paid will be refunded to the insured person.

3. Number of insured claims per insurance period

For an insurance period of one year, on claim is insured. For an insurance period of two years, two claims are insured. This is independent of the cause which led to the insured damage.

4. Local scope of application

The insurance is valid worldwide.

5. Insured person/entitled person in the event of a claim

The person listed in the insurance confirmation is insured and entitled to claim in the event of a claim. The insured person must be resident in Switzerland or the Principality of Liechtenstein.

6. Insured object

The insurance covers the device listed on the Mobile Protection insurance confirmation with the IMEI or serial number.

7. Transfer of insurance to new devices

The insurance cover is transferred from the original insured device to a new device in the following cases:

- In the event of equipment replacement as a result of a warranty claim (manufacturer's and seller's warranty)
- For an insurance period of 24 months; in the event of equipment replacement (equivalent equipment of the same type or quality) as a result of total loss

8. Sale of the insured equipment

If the insured equipment is sold, the insurance cover is transferred to the purchaser with ownership of the equipment, provided that the purchaser is domiciled in Switzerland or the Principality of Liechtenstein.

9. Insured events Device protection

The insurance covers damage to or destruction of the device as a result:

- a. Influence of moisture or liquid (without flooding)
- b. violent external influences (e.g. fall), sand damage, short circuit or overvoltage

which impair the function of the device.

The list is final.

10. Abuse of conversations and data

If the insured mobile telephone/tablet is stolen (in the sense of robbery, burglary or theft) and the person entitled to claim arises through misuse of mobile communication services (call transmission, SMS, MMS, data transfer and data transmission, uploading and downloading of data, etc.), the insured person is entitled to claim damages for theft.), in the period between robbery, burglary or theft and reporting to the provider (blocking), connection and connection costs. Helvetic will compensate these up to a maximum amount of CHF 3,000. Helvetic's obligation to pay benefits does not apply if the robbery, burglary or theft is not reported to the provider within 24 hours and the SIM card concerned is blocked and the robbery, burglary or theft is reported to the relevant police station.

11. Services

In the event of damage to or destruction of the insured device, Helvetic will provide compensation:

- Of partial damage:
The repair costs up to the amount of the purchase price (without subscription for mobile phones) of the insured device at the time of the claim;

- In the event of a total loss:
In the case of mobile telephones and tablets, wearables, consoles and small audio devices as well as headphones an equivalent replacement device of the same type or quality as new. If the device affected by the total loss is no longer available, Helvetic Warranty will alternatively provide a device of any other type/model with comparable technical features within the scope of the purchase price (without subscription) of the insured device at the time of the claim.
- For notebooks, drones and photo/cameras:
The value of the insured device at the time the damage occurs (time value) by means of a voucher redeemable at Interdiscount. The current value is defined as follows:
0 - 6 months: 100%
7 - 12 months: 85%
13 - 24 months: 70%.

A total loss also exists if the repair of the device is technically not possible or not economical. In the event of a total loss, the device becomes the property of the insurer and must be delivered to Helvetic Warranty.

12. Deductible

For each claim, the insured person must pay a deductible in accordance with the insurance certificate, which must be paid in advance by credit card or bank transfer. Upon receipt of the amount, the necessary steps to settle the claim will be initiated. If the claim is rejected, the deductible will be refunded.

13. Exclusions

Not insured are claims

- on the housing or the external parts of the insured device, provided that its function is not impaired;
- the battery or accumulator, which are not attributable to the insured events;
- caused by gross negligence or intent;
- caused by repair, maintenance, repair or cleaning work;
- as a result of non-observance of the operating instructions, loss of data and software damage;
- as a result of official orders;
- due to warlike or terrorist events and unrest of all kinds and the measures taken against them as well as due to natural disasters;
- which are covered by the warranty of the manufacturer or seller.
- as a result of abandonment, relocation, loss and theft;
- if the insured person is unable to provide the damaged device;
- if the IMEI / serial number of an insured object cannot be provided.

14. Claim handler

Claims are handled by Helvetic Warranty, Industriestrasse 12, 8305 Dietlikon.

15. Obligations in the event of a claim

The claim must be reported to Helvetic Warranty, Industriestrasse 12, 8305 Dietlikon (Tel. 0848 600 888 or www.helvetic-warranty.ch) immediately (no later than 14 days after it becomes known) and, if requested, the claim form must be completed online.

16. Violation of obligations

In the event of violation of statutory or contractual regulations or obligations, benefits may be refused. This disadvantage does not occur if the injury is to be regarded as an involuntary one according to the circumstances.

17. Claims against third parties and other service providers

If Helvetic Warranty provides services for which the insured person could also have asserted claims against third parties or other service providers, these claims shall pass to Helvetic Warranty at the time the services are provided.

If claims exist against third parties or other service providers, cover under this contract is limited to that part of the service which exceeds the services under other contracts.

18. Place of jurisdiction and applicable law

The place of jurisdiction for disputes arising from this contract is either the registered office of the policyholder (Dietlikon) or the domicile of the insured person.

The contract shall be governed by Swiss law, in particular the Swiss Federal Act on Insurance Contracts (VVG).

18. Data handling

Helvetia and Helvetic Warranty process data resulting from the contract documents or the execution of the contract and use this data in particular for the processing of insurance claims, for statistical evaluations and for marketing purposes. The data is stored physically or electronically. Helvetia may also obtain relevant information from official bodies and other third parties, in particular on the claims experience.