

## Customer information for collective smartphone insurance (January 2022 edition)

<b>Policyholder</b>	<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 insurer and Helvetic Warranty GmbH, Industriestrasse 12, 8305 Dietlikon (hereinafter “Helvetic Warranty”) as policyholder.</p> <p>The collective insurance agreement provides for certain insurance benefits in connection with the metal card issued by neon Switzerland AG, Badenerstrasse 557, 8048 Zurich (hereinafter “Neon”).</p>
<b>Risk carrier</b>	<p>The risk carrier for all agreed parts of this insurance is:</p> <p>Helvetia Swiss Insurance Company Ltd, Dufourstrasse 40, 9001 St. GallenGallen.</p>
<b>Responsibility for insurance and claims processing</b>	<p>Responsibility for this insurance and the processing of any claims lies with:</p> <p>Helvetic Warranty GmbH, Industriestrasse 12, 8305 Dietlikon.</p>
<b>Insured person</b>	<p>Holders of Neon metal cards may join the collective insurance agreement. The claim to insurance thus granted applies exclusively in relation to Helvetia.</p> <p>The smartphone on which the Neon banking app is activated and used is covered by the insurance and eligible for benefits.</p>

**STI Neon Smartphone Insurance, January 2022 edition**

**Standard Terms of Insurance (STI) for the collective insurance agreement between Helvetia Swiss Insurance Company Ltd. ("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. Inception and term of insurance cover**

The insurance cover applies to the activated device.

The insurance cover starts 30 days after the metal card has been issued by Neon and ends on termination of the Neon metal card contract (termination by Neon or the insured person) or on expiry of the card.

If the collective insurance agreement is terminated, insurance cover for the insured persons will also end. In this case, the insured persons will be informed by Neon accordingly in advance.

**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**

The insured person must be resident in Switzerland.

**5. Territorial scope**

The insurance coverage 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 item (without deducting any discounts or special offers).

**8. Maximum compensation limit in the event of a claim**

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

that impairs the functioning of the device. 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 total loss:  
a replacement device of the same type or quality. If the device affected by the total loss 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.
- In the event of a partial loss:  
the cost of the repair commissioned by Helvetic Warranty up to the amount of a device with comparable technical features and in a price range similar to that of the insured device at the time of the claim.

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 a deductible of CHF 85.00 per claim.

**12. Exclusions**

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

- that is 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 device;
- as a result of the device being left behind, misplaced, lost or stolen;
- if the insured person is unable to make the damaged item available;
- as a consequence of an official order, confiscation or strike;
- that occurred prior to the inception of insurance;
- 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 insured person must also complete the online claim form.

- Telephone: +41 44 563 62 41
- Website: [www.helvetic-warranty.ch](http://www.helvetic-warranty.ch)

**14. Claims adjuster**

Claims are processed solely 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 these STI. 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 deductible 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**

Helvetic Warranty and Helvetia process data only to the extent necessary for the performance of the contract and to handle claims and benefits. Data may also be processed within the insurance group in order to streamline administration, optimize products or perform statistical analyses, and for marketing purposes. If necessary, data is passed on to 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 the Helvetia Group. 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/datenschutz>.

**18. Place of jurisdiction and applicable law**

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