

Customer information and General terms and conditions of insurance

Collective insurance package neon Cyber

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?

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. The bearer of risk and provider for online legal protection is Dextra Rechtsschutz AG, based at Hohlstrasse 556, CH-8048 Zurich.

Who is the policyholder?

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?

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:

Online legal protection

– Legal protection as a victim of computer and internet offences, infringement of personality rights and copyright infringement on the internet.

Online account protection

– Assumption of financial losses as a result of theft of personal access data.

Which persons are insured?

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. 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

The insurance cover basically applies worldwide during the insurance period.

What are the main exclusions?

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.

Online legal protection

– The insurance does not cover disputes arising from acts of war, riots, infringements of neutrality, strikes, unrest of any kind, earthquakes, nuclear fission and fusion, ionising and non-ionising radiation, genetically modified organisms and nanotechnology.

Online account protection

– The insurance does not cover losses resulting from misapplication of cards and/or card numbers, mobile devices or PIN, TAN, other identification or legitimization data, a digital signature or genuine bearer securities or identity papers which were stolen or came into the possession of a third party or of which a third party had gained knowledge prior to the inception of the insurance cover.

Which obligations are incumbent on the policyholder and insured persons?

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.

Online Legal protection

– In the event of an insured event, the insurer (telephone +41 44 283 38 83) must be contacted immediately and its consent to any measures and to the assumption of their costs.

Online account protection

– The theft of personal access data or suspicion of misuse must be reported without delay to the card contracting partner, network provider or provider of other payment systems. Access will be blocked immediately.

How much is the premium?

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?

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 5,000 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?

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 Online legal protection	Legal protection as a victim of computer and internet offences, infringement of personality rights and copyright infringement on the internet.	per card and year	CHF 20,000
B Online account protection	Assumption of financial losses of personal access data.	per card and year	CHF 20,000

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.

I	Common provisions to all insurance components	2
II	Special provisions for the individual insurance components	3
A	Online legal protection	3
B	Online account protection	3

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.
- 3.4 Insured events related to a professional activity are not covered.

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

- 6.1 Switzerland
The territory of Switzerland for the purpose of insurance cover includes Switzerland and the Principality of Liechtenstein.
- 6.2 Computer and internet offences
Criminal acts as defined by the Swiss Criminal Code, committed via or by means of the internet (e.g. credit card misuse, phishing, hacking, skimming).
- 6.3 Identity abuse
Misuse of personal data relating to a natural person by third parties.
- 6.4 Infringement of personality rights
Infringement of personality rights, as per Art. 28 et seq. of the Swiss Civil Code (CC) for insured persons subjected to defamation, libel or slander, evident to third parties, committed via electronic media (e.g. cyber bullying, defamation, slander, libel).

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 Online legal protection

1 Insured amount

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

2 Temporal scope

Insured are legal cases triggered by an event that occurred during the insurance cover period and are reported to Dextra no later than six months after the end of the insurance.

3 Insured events

Dextra provides insurance cover for computer and Internet offences, identity misuse, infringement of personality as well as copyright infringements in connection with websites and social networks. The cover includes:

3.1 Assertion of claims for damages and assistance with submitting a criminal complaint, as well as representation in criminal proceedings if this is necessary for the assertion of claims for damages.

3.2 In the case of infringements of personality rights on the internet, additionally: assertion of the right of reply and/or removal of content on the internet (image, sound or text).

4 Insured benefits

The benefits outlined below will be provided in an insured event to the amount outlined in the table of benefits:

4.1 In addition to the representation of interests through its own legal service, Dextra shall assume the following costs: Necessary legal fees, legal costs (court costs and party compensation for the counterparty), expertise costs, mediation costs, travel costs to court proceedings and courtordered inspections if the insured person's presence is necessary.

4.2 If a conflict of interests (representation of more than one insured party with opposing interests) arises or legal or administrative proceedings require the involvement of an external lawyer, the insured person may choose an adequately qualified lawyer at his/her own discretion. If Dextra rejects the lawyer, the insured person may offer Dextra a selection of three other lawyers from different practices to choose from.

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

There is no insurance cover for the following insured events or risks:

5.1 Disputes against Allianz Assistance, Dextra, its employees or its authorized representatives.

5.2 Disputes arising from acts of war, riots, infringements of neutrality, strikes, earthquakes, nuclear fission and fusion, ionising and non-ionising radiation, genetically modified organisms and nanotechnology.

5.3 Cases in which a liable third party or a liability insurance policy is obliged to assume the costs.

5.4 Cases relating to the collection of payment of uncontested claims.

5.5 Cases relating to taxes, fees, charges and customs matters.

5.6 Cases relating to trading in securities and works of art, as well as to speculative and investment transactions.

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

6.1 If an insured event occurs, the insurer (tel. +41 44 283 38 83) must be contacted without delay and their consent must be obtained for any legal protection measures to be taken. No legal representatives may be engaged, no proceedings initiated, no settlements concluded and no legal measures undertaken without the prior approval of the insurer. Otherwise, Dextra may refuse to reimburse the costs in full.

6.2 In the event of differences of opinion regarding the measures to be taken, especially if the insurer considers the intervention to be a futile undertaking, the insured person may, after receiving a letter of explanation from the insurer, demand that the matter be settled by an arbitrator. The arbitrator shall be chosen jointly and may not have a relationship of trust with either party. The unsuccessful party shall bear the costs and reimburse the successful party for its share of half the advance.

6.3 If, despite the insurer's refusal to pay benefits because of the perceived futility, the insured person nevertheless launches legal proceedings at their own expense, and if this leads to a verdict which is more favourable than the solution offered and explained in writing by the insurer, the insurer shall bear the costs incurred by these proceedings up to the maximum amount of the sum insured.

B Online account protection

1 Insured amount

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

2 Insured events

2.1 The insurance covers the insured person's financial loss caused by

- unlawful access to a private Swiss postal/bank account held by the insured person;
- misapplication of a card held by the insured person;
- misapplication of a mobile device owned by the insured person, resulting from the online theft by third parties of the insured person's own access data.

2.2 Misapplication is when the third party is neither entitled nor commissioned or authorised to perform the action by the insured person.

2.3 Financial losses incurred by the insured person in an insured event due to legal or contractual provisions are covered.

3 Insured benefits

3.1 Compensation to the amount outlined in the table of benefits is provided in an insured event, subject to section II B 3.2.

3.2 Maximum liability in the event of an accumulation event: If more than one insured person is affected by an insured event that is due to the same cause within a period of seven days, the total compensation payable by the insurer under the neon insurance package Cyber cover shall be limited to a maximum amount of CHF 400,000. In that case, this maximum amount shall be divided proportionally among the number of insured persons entitled to receive it.

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

There is no insurance cover for the following losses:

4.1 Losses resulting from misapplication of cards and/or card numbers, mobile devices or PIN, TAN, other identification or legitimization data, a digital signature or genuine bearer securities or identity papers which were stolen or came into the possession of a third party or of which a third party had gained knowledge prior to the inception of the insurance cover.

- 4.2 Losses incurred by the insured person purely because he/she:
- failed to fulfil the disclosure requirements of the account-holding financial institution, card contracting partner, network provider or provider of other payment systems (immediate notification on discovering the theft / misuse);
 - allowed the time period for reviewing and identifying an unauthorised payment to lapse without taking any action during that time.
- 4.3 Losses arising indirectly from misuse, e.g. lost profit or loss of interest.
- 4.4 Losses for which a liable company (account-holding financial institution, card contracting partner or network provider) has not abrogated liability in writing.
- 4.5 Losses caused by persons living in the same household as the insured person.
- 5 Duties in the event of a claim (in addition to section I 4)
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5.1 The theft of personal access data or suspicion of misuse must be reported without delay to the card contracting partner, network provider or provider of other payment systems. Access will be blocked immediately.

- 5.2 The theft of personal access data and suspicion of misuse / misapplication must be reported immediately to the nearest police station.
- 5.3 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;
 - written explanation by the affected account-holding financial institution, card contracting partner, network provider or provider of other payment systems regarding liability for the financial loss incurred.