

General Insurance Conditions (GIC)

AXA warranty extension for electronic products /

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Key points at a glance

This overview informs you about the material content of the insurance contract, in accordance with Art. 3 of the Federal Act on Insurance Contracts (VVG). The contracting parties' rights and obligations come into being on conclusion of the insurance contract, in particular on the basis of the application, policy, contract terms and statutory provisions.

Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd, General Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as «AXA»), a stock corporation domiciled in Winterthur and a subsidiary of the AXA Group.

Who is the policyholder?

The insurance contract is concluded between AXA and Helvetic Warranty GmbH, Industriestrasse 12, 8305 Dietlikon.

Who is insured?

People domiciled in Switzerland or the Principality of Liechtenstein who have concluded an affiliation contract and people living in the same household as those who have concluded a contract.

What is insured?

Products that belong to the insured that are operated electronically and that are not used for professional purposes.

When do insurance benefits commence?

Insurance benefits are paid for claims after payment of the first annual insurance premium. The contract begins on the date shown in the confirmation of insurance coverage.

What risks and losses can be insured?

Damage to insured items that is caused by material and/or manufacturing defects to the insured item is covered.

What does the insurance not cover?

In particular, the insurance does not cover (GIC A2):

- Building systems;
- Riding lawnmowers;
- Motorized vehicles of any type

What benefit does AXA provide?

The insurance benefit is paid as a non-cash benefit, with priority given to repairing the insured item.

How high is the premium and when is it due?

The premiums and when they are due as well as the taxes and fees are specified in the the confirmation of insurance coverage and the premium invoice.

What are the insured person's main obligations?

The insured person must:

- notify Helvetic Warranty immediately if an insured event occurs;
- if possible, prevent and minimize damage;
- provide Helvetic Warranty with all documents and supporting information necessary to process the claim;
- allow Helvetic Warranty to arrange the repair of the damaged product or, if applicable, the purchase of a replacement.

When does the insurance begin and end?

The insurance begins on the date shown in the confirmation of insurance coverage. AXA can reject the application up to the time when the confirmation of insurance coverage is issued. The insurance is valid for the period shown in the confirmation of insurance coverage.

The insurance contract renews automatically by one year at a time unless it is terminated on expiry, provided the insured person pays the subsequent premium on time. If the subsequent premium is not paid within the period of grace, the contract is terminated.

Special information for the Principality of Liechtenstein

The applicant is bound by the application to conclude an insurance contract for a period of two weeks after submitting or sending the application. This period is extended to four weeks if a medical examination is required.

If AXA is in breach of the information obligation pursuant to the Liechtenstein Law on Insurance Contracts and the Liechtenstein Insurance Supervision Act, the policyholder has the right to withdraw during a four-week period from receipt of the policy.

The responsible supervisory authority is the Swiss Financial Market Supervisory Authority (FINMA), 3000 Bern.

What data does AXA use and how?

Information about the use of data is given under «Data Protection» in part C.

General Insurance Conditions (GIC)

Part A General part

A1 Contract, commencement, contact

There is an insurance contract between AXA and Helvetic Warranty GmbH, Industriestrasse 12, 8305 Dietlikon («Helvetic Warranty»), which the insured person may join. This affiliation contract is valid from the commencement date specified in the contract after confirmation of insurance coverage has been sent. Insurance coverage commences with payment of the first premium.

Insured persons should contact Helvetic Warranty for all matters.

If insured persons do not agree with the actions of Helvetic Warranty, they can contact AXA. They have a direct legal claim.

A2 Coverage

The coverage extends to all products in the insured person's household or that belong to people living in the same household as the insured person that require electrical power (electrical outlet or battery) in order to be operated and for which the manufacturer, seller or repair vendor is no longer – as of the date of the insured event – liable for defects.

In order for the insurance coverage to apply, the product must

- be in the sole possession of the insured person or in the joint (with the insured person) or sole possession of people living in the same household as the insured person;
- not be used for professional purposes;
- have been acquired as a new product for a list price with no discounts or preferential conditions of at least CHF 300 in Switzerland or the Principality of Liechtenstein; and
- not be more than five years old when the insured event occurs. The date when the product was acquired as a new item is authoritative.

Accessories (e.g. adapters, cables and transformers) are also insured if

- they were acquired together with the insured product; and
- they are intended to be used with an insured product.

The insurance covers events that occur during the contract term. The contract term is stated in the confirmation of insurance coverage.

A3 Exclusions

The insurance does not cover:

- products for which the manufacturer's, seller's or repair vendor's statutory or contractual warranty period has not ended as of the date of the claim;
- building systems (e.g. heating, floor heating, ventilation systems, swimming pools, Jacuzzis, built-in vacuum cleaners, electrical shutters and awnings, lighting, power generation systems, antennas, etc.), irrespective of their list price;
- riding lawnmowers;
- motorized vehicles of any type or flying devices of any type, in both cases including accessories and equipment;
- replaceable product components or consumables with a limited lifespan that must be replaced on a regular basis, such as fuses, batteries, data carriers, tapes, buttons, printer cartridges, toner cartridges, print heads, computer mice, remote controls, joysticks and other external controllers, vacuum cleaner bags, brushes and tools, light bulbs and fluorescent tubes, etc.

A4 Benefit

In the event of a claim, Helvetic Warranty shall provide a non-cash benefit, with priority given to repairing the insured item.

If this is not possible or if it is not possible within a reasonable period of time or if it is not economically reasonable, Helvetic Warranty shall purchase a product of the same type and quality in new condition (replacement product), including delivery and, if necessary, removal and installation at the insured location.

Repair shall be viewed as not economically reasonable if the repair costs exceed the cost to purchase a replacement product.

If the beneficiary would like a replacement product that is more expensive than the replacement product offered by Helvetic Warranty, Helvetic Warranty shall pay the beneficiary a maximum amount equal to the value of the replacement product offered to the beneficiary.

The maximum benefit per claim is CHF 10,000.

A5 Risks

Helvetic Warranty shall cover damage to insured items caused by material, design or manufacturing defects to the insured item (in line with the manufacturer's warranty).

Damage caused by the following, irrespective of the contributing causes, shall not be covered:

- material, design and manufacturing defects, including serial damage discovered before the end of the statutory or contractual warranty period or before the end of the statutory or contractual warranty obligation;
- that are covered by another insurance policy or warranty;
- assembly or installation defects; if the product was assembled or installed by the seller, supplier or a subcontractor, the insurance coverage shall only apply after the end of the statutory or contractual warranty period;
- usage, repairs, cleaning or maintenance that is not carried out properly or not in accordance with the manufacturer's specifications;
- changes made to the product, including conversions, modifications and upgrades;
- damage that does not affect the functioning of the insured product, e.g. scratches, damage to paint, discoloration;
- burnt-in damage to TVs and monitors;
- damage to ceramic stove tops, provided the insured product is not a total loss;
- damage caused by the wear and tear of normal use;
- problems with the insured product that can be rectified through cleaning or maintenance;
- damage that does not represent material damage (e.g. damage to software, loss of saved data or files);
- surges, lightning, short circuits, electromagnetic induction;
- fire, explosion, combustion, implosion, scorching;
- nuclear power, artificially produced or naturally occurring pressure or sound waves.

A6 Obligations

Obligations before the occurrence of the insured event

Beneficiaries shall be obligated to inform themselves of the operating and maintenance specifications of the insured product by reading the operating and maintenance instructions and to follow these instructions.

Obligations when a loss event occurs, and afterwards

When an insured event occurs, the insured person or beneficiary must

- if possible, prevent further damage and seek to minimize damage;
 - immediately report the damage under www.axa.ch/report-claim or to Helvetic Warranty by phone at 0800 700 705 and follow any instructions provided by Helvetic Warranty, to the extent possible;
 - present or submit to Helvetic Warranty all documents and supporting information necessary to process the claim, in particular documents regarding the age and value of the damaged product;
 - allow Helvetic Warranty to arrange the repair of the damaged product or, if applicable, the acquisition of a replacement.
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Legal consequences of a breach of an obligation

If the above-mentioned obligations are breached, this may result in Helvetic Warranty being released from its warranty obligation in full or in part. In particular,

- if the obligations are breached, the insurer shall be entitled to reduce the insurance benefit. The reduction shall be based on the severity of the breach. Where applicable, it may result in the complete loss of the entitlement. If the beneficiary proves that the breach occurred through no fault of its own, the benefit shall not be reduced.

Part B

Miscellaneous provisions

B1 Contract term, premium payment

The affiliation contract begins on the date shown in the confirmation of insurance coverage. It is valid for the term shown in the confirmation of insurance coverage, after which it is automatically renewed for one more year. If the insurance contract between AXA and Helvetic Warranty ends, the affiliation contract shall end as of the end of the contractual year as well.

AXA's obligation to indemnify commences when the affiliation contract goes into effect upon payment of the first premium.

No benefits shall be paid for insured events that occur before payment of the first premium or before the end of the statutory or contractual warranty obligation.

AXA and the insured person may terminate the affiliation contract to the end of each policy period, subject to a notice period of one week.

If the insured person is late with payment of the premium and it does not pay the amount due by the new payment deadline that is set, the contract shall be terminated.

The insurance coverage for the respective product shall end after the fifth year of use.

B2 Territorial scope

Insured items that weigh less than 10 kg are covered worldwide. Insurance coverage for insured items that weigh 10 kg or more shall only be provided in the insured location.

The insured location is the apartment or house where the insured person lives and which is listed in the policy, including all rooms such as the basement and storage areas as well as ancillary buildings or common rooms if these are on the same property.

B3 Changes to the contract

Premium changes will be communicated to the insured person no later than 30 days before the end of the insurance period.

If the insured person objects to the revision of the contract, it may terminate the contract to the end of the insurance period.

The contract changes shall be deemed to have been accepted if Helvetic Warranty does not receive notice of termination by the end of the insurance period.

B4 Termination in the event of a claim

After every loss that AXA indemnifies, the affiliation contract can be terminated

- by the policyholder no later than 14 days after he has received notification of the repair release or item replacement, whereby coverage ends 14 days after receipt of the notice of termination;
- by AXA at the latest when the repair release or item replacement is notified, whereby coverage ends 14 days after receipt of the notice of termination.

B5 Repair service

In the event of a claim, Helvetic Warranty shall issue a repair order after receipt of the claim notice and a positive review of coverage, including the

- material and ancillary costs;
- transportation costs;
- installation and removal costs.

In general, portable, mobile or other small products are not collected for repair, but are instead to be sent for repair by the beneficiary in accordance with the insurer's instructions, provided there is no repair service in the insured person's city or town.

If the product is repaired locally or if the damaged product is collected for repair or if it must be taken away by the service partner that has been hired for additional repairs or disposal, it must be completely accessible and/or deliverable without any additional technical work.

B6 Limitation period

Claims shall lapse two years after the event on which the obligation to indemnify is based.

B7 Applicable law and place of jurisdiction

Applicable law

This contract is governed by material Swiss law; for insured persons resident or domiciled in the Principality of Liechtenstein, it is governed by material Liechtenstein law.

Place of jurisdiction

In the event of legal disputes, the insured person or beneficiary may file suit, either in the domicile of the insured person or at its Swiss residence.

Part C

Data protection

C1 General provisions

While preparing and executing the contract, AXA becomes aware of the following:

- customer information (name, address, date of birth, gender, nationality, bank account details, etc.), stored in electronic customer files;
- application information (on the risk to be insured, answers to the questions in the application, reports by experts, information on claims experience from the previous insurer, etc.), stored in the policy files;
- contract information (contract term, insured risks and indemnities, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;
- payment information (dates of premium payments, amounts owed, reminders, credit balances, etc.), stored in debt collection databases;
- any available claims information (notifications of loss, investigation reports, invoices, etc.), stored in physical claims files and electronic claims application systems.

This information is needed in order to investigate and assess the risk, manage the contract, collect the premiums on time and handle the matter correctly in the event of a claim. The information must be stored for at least ten years after the contract ends; claims data must be stored for at least ten years after the claim has been settled. AXA undertakes to treat the information obtained as confidential.

AXA is authorized to obtain and process the data necessary for managing the contract and handling the claim. If necessary, the data may be exchanged with third parties involved in the contract, such as reinsurers and other participating insurers, pledge holders, authorities, lawyers and external experts. Information may also be passed on to other liable third parties and their liability insurers for the purpose of enforcing recourse claims. AXA is authorized to inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated.

Information may also be passed on for the purpose of uncovering or preventing insurance fraud.

AXA has the right to request relevant data from external providers in order to assess the creditworthiness of the client.

To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to the following data:

- master data;
- basic contract data;
- claims summary;
- client profiles produced.

This data is also used for marketing purposes; advertisements may be sent to the insured person. Policyholders who do not wish to receive advertisements can give notice of this by telephoning 0800 809 809 (AXA 24-hour telephone).

AXA has the right to use electronic communication media such as email, fax, etc. to communicate with the insured person and other parties, unless they have expressly forbidden this. AXA accepts no responsibility if unauthorized parties receive, read, forward, copy, use, or manipulate transmitted information or data of any kind.

File a claim? /

File a claim conveniently and quickly under:

www.axa.ch/report-claim

AXA Winterthur
General-Guisan-Strasse 40
P.O. Box 357
8401 Winterthur
24-hour telephone:
0800 809 809
AXA Insurance Ltd.

www.axa.ch
www.myaxa.ch (customer portal)



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