

## General Terms and Conditions for Accidental Damage Insurance: 07.2025 Helvetia Global Solutions Ltd

**T&Cs 07.2025**

### A. Definitions

The following capitalized terms shall have the meanings set forth below:

#### Associated Persons

Shall mean individuals who are lawfully entrusted by the Insured Person to store or safeguard the Insured Item, in accordance with legal or contractual authorisation.

#### Burglary

Shall mean the unlawful entry into a building or part thereof with the intent to commit theft or another criminal offence.

#### Claim

Shall mean a formal request made by the Policyholder or Insured Person to the Insurer for compensation under the terms of the Insurance Policy.

#### Effective Date

Shall mean the date that the Accidental Damage Insurance takes effect.

#### Equivalent Product

Shall mean a product of the same category and functionality, with comparable performance characteristics, age, and value as the Insured Purchase. An Equivalent Product may be a new or manufacturer-refurbished device. We reserve the right to determine equivalence using criteria including but not limited to retail value, manufacturer, and technical specifications.

#### Excess

Shall mean the amount by which the insurance benefits are reduced.

#### Family Members

Shall mean persons who live permanently in the same household as the Policyholder or the Insured Person, such as spouses, domestic partners, parents, children, siblings, or other legally dependent relatives.

#### Insured Event

Shall mean an occurrence resulting in loss, damage, or destruction of the Insured Item, which is explicitly covered under the Insurance Certificate. The term may also be referred to as a "Claim" in this Policy.

#### Insured Item

Shall mean the device or equipment explicitly listed in the Insurance Certificate, identified by its serial number, IMEI, or other unique identifier, which was acquired either new or professionally refurbished in fully functional condition by the Policyholder or under their legal responsibility at the time of coverage inception.

#### Insured Person

Shall mean a person who has an insurable interest in the Insured Property.

#### Insurer

Shall mean Helvetia Global Solutions Ltd, domiciled at Aeulestrasse 60, 9490 Vaduz, Principality of Liechtenstein, registered with the Commercial Register of the Principality of Liechtenstein (register number FL-0092.191.766-9), and regulated by the Financial Markets Authority of the Principality of Liechtenstein (FMA).

#### Managing General Agent

Shall mean Warranty Expert DE GmbH.

#### Policy

Shall mean Our General Terms and Conditions and the Insurance Certificate.

#### Policyholder

Shall mean the owner of the insurance policy and the party responsible for paying premiums.

#### Premium

Shall mean the amount payable by the Policyholder for the insurance coverage, either as a one-time payment or in recurring intervals, as specified in the Insurance Certificate.

#### Product Warranty

Shall mean any warranty matching or exceeding the one provided by manufacturer or reseller.

#### Robbery

Shall mean theft committed by a third party involving the use or threat of physical violence or force to overcome resistance.

#### Screen

Shall mean the display component of an electronic device that shows data, images, or graphical content.

#### Terms and Conditions

Shall mean the Terms and Conditions for the Accidental Damage Insurance as set forth herein.

#### Theft

Shall mean unlawful and intentional appropriation of property by a third party without the consent of the owner.

#### We or Us or Our

Shall mean the Insurer of the Accidental Damage Insurance and the entity contractually obligated to You under the Terms and Conditions of this Accidental Damage Insurance. We may provide coverage under this Accidental Damage Insurance directly or use an Authorised Service Centre to provide services on Our behalf.

#### You and Your

Shall mean the Policyholder.

### B. General Conditions

The following Terms and Conditions complement the current law on insurance contracts and apply to all Your chosen coverages.

#### 1 Coverage

##### 1.1 The Insurance Cover

- 1.1.1 The scope of insurance coverage shall vary depending on the selected product category (i.e., Mobile or Home), and the chosen plan (i.e., Screen, Standard, Premium).
- 1.1.2 The applicable product category and plan are stated in Your Insurance Certificate and determine the extent of benefits provided under the Policy.
- 1.1.3 The scope of insurance coverage shall apply to Insured Devices specified in the Policy, which have been purchased by the Policyholder for non-commercial purposes.
- 1.1.4 The Mobile Product applies to Mobile Devices, Laptops, Tablets, and Smart Watches.
  - 1.1.4.1 Used smartphones and tablets may be covered under the Accidental Damage Insurance Product, provided they successfully complete an approved verification

process to confirm their eligibility.

1.1.5 The **Home Product** applies to Home Appliances, Consumer Electronics, Home Office Equipment and Sound and Audio Devices.

1.1.6 Shall mean coverage against financial loss resulting from: External Impacts, including Theft, Burglary, and/or Robbery, if expressly included in the Insurance Certificate.

1.2 Applies to **Screen Plan**: sudden, unforeseen, and unexpected damage (breakage or cracking) to the screen of the Insured Purchase which occurs as a result of external impacts, shall be considered an Insured Event.

1.3 Applies to **Standard Plan** and **Premium Plan**: sudden, unforeseen, and unexpected losses to the Insured Purchase occurring as a result of external impacts (e.g., breakage, cracking, exposure to liquids, fire) as well as Theft, including Burglary, and Robbery, shall be considered an Insured Event.

1.4 Within the **Premium Plan**: This Accidental Damage insurance can also be applied to chargers and batteries that belong to the Insured Purchase. In the case of a claim, You also retain the option to get an upgraded device by paying the price difference (additional cost) for an upgraded device.

**1.5 The following items are excluded from coverage:**

- *Devices with a remaining warranty period of less than one (1) year (excluding used smartphones and tablets)*
- *Motor vehicles and their components*
- *Weapons and fishing equipment*
- *Power generation devices*
- *Software and digital data*
- *Devices intended for commercial resale*

**1.6 A fixed excess will apply in the event of a claim, as follows:**

- **Screen Plan**: 20% of the claim amount per claim
- **Standard Plan**: 20% of the claim amount per claim
- **Premium Plan**: 10% of the claim amount per claim

## 2 Geographical Scope of Cover

2.1 The insurance coverage shall apply worldwide.

## 3 Accidental Damage Insurance Indemnification

3.1 When insuring a device that is covered by either **Mobile Product** or **Home Product**, the indemnification varies based on the selected plan (i.e., **Screen**, **Standard**, **Premium**).

3.2 **Screen Plan** Indemnification is provided for two (2) Insured Events during each twelve (12) month period, commencing from the effective date of the insurance coverage as stated on the Insurance Certificate.

3.3 Within the **Standard Plan**: No insurance coverage is provided for chargers and batteries, belonging to the Insured Purchase. In the event of a claim, the Policyholder does not have the option to get an upgraded device by paying the price difference (additional costs) for a better (upgraded device).

## 4 Limits of Indemnification

4.1 Applies to **Screen Plan**, **Standard Plan**, **Premium Plan**:

4.1.1 Damages due to an internal failure (of the Insured Device) not caused by an external factor are excluded.

4.2 Events are excluded from coverage in **Standard** and **Premium Plans**:

4.2.1 Loss of an Insured Purchase, including loss as a result of leaving the Insured Purchase in public places, or in an unlocked premises or building;

4.2.2 Theft of an Insured Purchase from a vehicle, if the Insured Purchase is left inside in a visible place, in an unlocked vehicle, or in a vehicle's unlocked trunk.

4.3 The Insurer's total obligation under this Policy for any single claim or series of related claims arising from one event shall not exceed:

4.3.1 The actual cash value of the Insured Device at the time of loss; or

4.3.2 The specified Policy limit stated in the Policy Schedule;

4.3.3 Whichever is less, minus any applicable deductibles.

4.4 Indemnification will be based on the market value of the device immediately prior to the incident, accounting for age, mileage, condition, and depreciation.

4.5 If replacement is selected, the Insurer may choose to repair or replace the device with parts of like kind and quality rather than issuing a cash payment.

4.6 In no event shall the Policyholder be entitled to indemnification from this Policy for amounts already compensated by another insurance Policy, a warranty or service contract or a liable third party.

4.7 If any claim under this Policy is found to be fraudulent or intentionally misrepresented in any material aspect, all indemnification rights will be void, and the Insurer may recover any amounts previously paid.

## 5 General Exclusions

The insurance coverage explicitly excludes any damage, failure, loss, or claim resulting directly or indirectly from the following events or circumstances:

5.1 War, invasion, hostile acts of foreign states, civil unrest, riots, strikes, lockouts, acts of terrorism, civil war, and any destruction, confiscation, damage, or arrest by public authorities;

5.2 Nuclear reactions, radiation, and radioactive contamination;

5.3 Exposure to vermin, pests, insects, animals, or domestic pets;

5.4 Corrosion, mould, rot, fungus, or natural wear and tear;

5.5 Scratches, creases, or loss of aesthetic appearance that does not interfere with the further use of the Insured Purchase

5.6 Use of defective, poor quality, or unsuitable components, parts, or accessories;

5.7 Loss of the Insured Purchase, Theft (unless expressly included), deception, misappropriation, or fraud;

5.8 Faults, failures, and defects covered under the liability of the manufacturer, seller, supplier, installer, or warranty service provider;

5.9 Disruption of electricity, gas, or heat supply;

5.10 Prolonged accumulation of water, or condensation of vapours;

5.11 Exposure to liquids (e.g., water, detergents) during washing or cleaning;

5.12 Exposure to liquids in areas of water (e.g., pool, sauna, bathing areas, lakes, ocean, open areas of sea water etc.);

5.13 Improper use, use contrary to manufacturer instructions, incorrect installation, connection, maintenance, or servicing (e.g., failure to clean or replace filters);

5.14 Modification or non-approved installation of the Insured Purchase;

5.15 Intentional actions or gross negligence by You, Your Family Members, or Associated Persons;

5.16 Intoxication from alcohol, drugs, or psychotropic substances;

5.17 Cost for diagnostics, transportation, or repair not pre-

approved by us;

- 5.18 Use of the Insured Purchase for commercial or professional purposes;
- 5.19 Transferred or delegated use of the Insured Purchase by an Associated Person or third parties;
- 5.20 (De)installation or transportation of the Insured Purchase by third parties;
- 5.21 Unknown circumstances of the event (e.g., time, place);
- 5.22 Intentional exposure to heat (e.g., melting, welding, drying, ironing, burning);
- 5.23 Theft not immediately reported to the police;
- 5.24 Malfunctions caused by viruses, spyware, or the failure to install necessary software updates;
- 5.25 Indirect losses (e.g., subscription fees) resulting from lack of access to the Insured Purchase;
- 5.26 Custom-made alterations or additions that are not part of the original product;
- 5.27 Changes to, absence of, discrepancy, or damage to the serial number of the Insured Purchase;
- 5.28 Accessories or additional items purchased alongside the Insured Product (e.g., headphones, cables, chargers);
- 5.29 Failures or spare parts and labour costs incurred as a result of the manufacturer's recall;
- 5.30 Wear or failure of components subject to regular use or periodic replacement, including but not limited to remote controls, batteries (including rechargeable and built-in types), and charges.
- 5.31 Claims or costs that fall within the scope of a statutory warranty, manufacturer's guarantee, or seller's legal liability shall not be covered by this Policy. You must first exhaust such remedies with the respective party before submitting a claim under this insurance.

## 6 Your Duties

- 6.1 The Insured should take adequate care of the Insured Device, follow all applicable manufacturing guidelines for care and maintenance, and prevent potential further damage.
- 6.2 As soon as You become aware of the occurrence of an Insured Event, You must notify Us immediately, at the latest within fourteen (14) calendar days, immediately notify the pertinent authorities and services of the event, if mandatory, obtain Our instructions before taking any action (e.g., repair or replacement of the Insured Device or new purchase) and, insofar as is reasonable, act accordingly. Otherwise, We may not be obligated to make a payment under the Policy.
- 6.3 The Insured has a duty to prevent further damage or loss once an incident has occurred. Failure to do so may reduce or void Your claim.
- 6.4 The Insured has a duty to pay all premiums and applicable fees on time and in accordance with Your billing schedule. Failure to do so may result in cancellation of coverage.
- 6.5 In the event that the insurance risk increases, We may change the terms of the Policy and request payment of any additional insurance premium. However, if the insurance risk decreases, We will inform You and You can request that We change the terms of the contract and reduce the insurance premium.

## 7 Breach of Obligations

- 7.1 If You violate any of the duties as specified in Your Duties or agreements intentionally, We are exempt from paying benefits and, in the event of a grossly negligent violation (which You bear the burden of proof for the absence of gross negligence), We are entitled to reduce the benefits in

accordance with the severity of Your fault, unless the violation of the obligation does not impact the cause of the occurrence of the determination of the Insured Event, or the determination or the scope of Our obligation to pay benefits.

- 7.2 If a claim made by a Policyholder under a Policy contains information that is false or misleading or consciously disregards whether it is false or misleading, We are entitled to refuse to pay the claim and/or terminate the Policy.
- 7.3 If any claim under the Policy involves a fraudulent misrepresentation or fraudulent conduct of any kind, We are entitled to terminate the Policy from the date of submission of the fraudulent claim, refuse all liability in respect of any claim after the date of the fraudulent claim and not return to the Policyholder any of the premiums paid under the Policy.
- 7.4 When We refuse to pay the insurance benefit or reduce it, We must notify the Policyholder, the beneficiary or the injured third party and provide a detailed and reasoned written explanation of the reasons for the decision.

## 8 Payment of Your Insurance Benefit

- 8.1 Insurance benefits are paid solely on the principle of expense reimbursement. To this effect, We reimburse, at Our discretion, the costs for either the replacement of the Insured Purchase with an Equivalent Purchase or for its repair.
- 8.2 If the total cost of the repairs exceeds the sum insured, or if it is not possible to make repairs, the Insured Purchase can instead be replaced with an Equivalent Purchase. This does not apply to Screen Plan.
- 8.3 Upon replacement of the Insured Purchase with an Equivalent Purchase, it is understood that the Insured Property no longer exists, and the Insurance Contract shall end immediately and automatically.
- 8.4 We will reimburse transportation costs for an Insured Purchase within the Republic of Ireland only if the following conditions are met:
  - 8.4.1 You are responsible for arranging and paying all costs to transport the Insured Purchase to Our designated repair centre, either by personal delivery or via a certified shipping service with tracking and/or signature confirmation. You must retain and provide all relevant receipts and tracking information to support Your claim.
  - 8.4.2 Transportation costs to the designated repair centre for Insured Purchases weighing less than 10kg will not be reimbursed and remain Your sole responsibility.
  - 8.4.3 For Insured Purchases weighing 10kg or more, We will reimburse the initial transportation costs to the repair centre, subject to claim approval.
  - 8.4.4 Once Your claim is approved, We will cover all costs for returning the repaired Insured Purchase or delivering an Equivalent Replacement to You.
  - 8.4.5 All decisions regarding transport cost reimbursements are final, and no further transport-related claims or secondary payments will be authorised or processed.
  - 8.4.6 We reserve the sole discretion to determine whether repairs are conducted onsite at Your premises or at the designated repair centre.
- 8.5 In the event that the Insured Purchase is replaced, We reserve the right to take possession of the damaged purchases, once the replacement is complete.
- 8.6 In case there is an applicable excess, the excess will be factored into the reimbursement amount. The excess amount applicable to Your Policy can be found in Your Insurance Certificate.

## 9 Calculation of Your Insurance Benefit

- 9.1 The Insured (beneficiary) must unconditionally pay the excess either by cash or bank transfer following an accepted and paid claim. The excess amount is specified in Your Policy.

- 9.2 The insurance benefit shall be equal to the amount of the loss, which We determine in accordance with the Policy, and the rules and evidence supporting these facts and amounts.
- 9.3 If the method of indemnification requires the repair of the Insured Purchase, or if You prefer this method as it is more economical to repair the Insured Purchases, We shall pay the insurance benefit to the repair company, and You shall pay the amount of the applicable excess to us.
- 9.4 Upon replacement of an Insured Purchase with a Device Purchase, the insurance benefit shall be equal to the acquisition value of the Equivalent Purchase, less the excess and outstanding insurance premiums payable.
- 9.5 When replacing a purchase with a new or an Equivalent Purchase, We can refer You to any retailer or partner. We shall pay the insurance benefit to the retailer directly, and You shall pay the amount of the applicable excess and any difference in pricing for an upgraded device to us where relevant.
- 9.6 In the case of *Screen Plan*, We shall pay the screen repair costs to the company performing the repair, and You shall pay the amount of the excess to us. If the repair company identifies other damaged parts of the Insured Purchase, You will have the opportunity to arrange the complete repair of the Insured Purchase directly with the repair company at Your own expense, while We will reimburse You with the screen repair costs. We will also be able to make arrangements for the replacement of Your purchase with another purchase, the acquisition value of which is equal to the cost of replacement of Your purchase screen.
- 9.7 We will investigate the claim within thirty (30) calendar days from the date of receipt of all the necessary information, determining the fact, circumstances, and amount of loss of the Insured Event. If the investigation lasts longer, We will keep You informed of the progress.
- 9.8 If the investigation lasts longer than three (3) months and We still do not agree on the amount of the insurance benefit, at Your request, We will be able to pay the undisputed amount.

## 10 Payment of Your Insurance Premium

- 10.1 The amount of the insurance premium, payment terms, and methods are specified in the Insurance Certificate.
- 10.2 The obligation to pay outstanding insurance premiums shall remain even after the termination of the Insurance Contract.
- 10.3 We can arrange for insurance premiums to be deducted from Your bank account automatically, provided You correctly take all the necessary steps required by Your current payment service provider.
- 10.4 We will deduct the unpaid insurance premiums, which are outstanding, from the insurance benefit. When We replace an Insured Purchase with another one, We may claim all outstanding insurance premiums, regardless of their payment terms.
- 10.5 If the person responsible for the damage has at least partially compensated You for the damage, We shall reduce the insurance benefit by the corresponding amount.

## 11 Sum Insured

- 11.1 The insurance benefit shall not exceed the sum insured. The sum insured is equivalent to the unsubsidized purchase value (e.g., before discount) of the Insured Purchase at the time of acquisition. We shall not be responsible for an incorrectly determined sum insured. It is the responsibility of the Policyholder to ensure the sum insured accurately reflects the value of the Insured Item at the time of purchase. The sum insured is specified in the Insurance Certificate.
- 11.2 The sum insured is recoverable i.e., a previously paid-out insurance benefit does not reduce the available limit (sum insured) for future Insured Events. This is not applicable

however, in the event that the Insured Purchase is replaced with an Equivalent Purchase. No additional limits or benefits are available following a replacement.

## 12 Right of Revocation

- 12.1 We will refund you the full insurance premium paid if you decide to cancel the Insurance Contract within fourteen (14) calendar days of its conclusion (i.e., the issuing of the Insurance Certificate). This applies only if you close your contract via the approved channels (e.g., online claim portal, email, or telephone). The refund will be processed and paid to you within thirty (30) calendar days of the cancellation notice, provided no claim has been made under the Policy.

## 13 Policy Term / End of Coverage

- 13.1 We will refund the balance of the insurance premium paid for the unexpired term of the Insurance Cover specified in the Policy, if:
- 13.1.1 Due to the manufacturer's defect, the Insured Purchase is returned to the manufacturer or retailer of the product;
- 13.1.2 In case of loss or destruction of the Insured Purchase not due to the Insured Event, when evidence confirming this fact has been submitted.
- 13.2 We shall not refund the unused balance of the insurance premium paid if the purchase is lost or destroyed due to an Insured Event. In such cases, it is understood that after paying the insurance benefit (replacing the purchase with another), the sum insured shall be considered exhausted, the contract shall automatically end, and no unused balance of the insurance premiums shall be refunded, recovered benefit.
- 13.3 The Insurance Contract is meant to run for the full agreed term. By purchasing this Policy, We enter into an agreement that the contract will run for the full agreed term. We agree that the contract duration will be completed in full, and early termination by the Policy holder should not occur under normal circumstances, regardless of the reason given.
- 13.4 Any additional outstanding payments owed by **the Insured** will still be owed after termination has been approved.
- 13.5 The cases of insurance premium refund, or part thereof, specified in the present Terms and Conditions are final, and no premium, or part thereof, shall be refunded for any other reasons not specified herein.
- 13.6 **The Policy expires:**
- 13.6.1 Upon expiration of the term specified in the Insurance Certificate;
- 13.6.2 By mutual agreement or unilaterally at Your initiative;
- 13.6.3 At Our own initiative, on the ground provided for by law or the Policy, from the date specified in Our notice;
- 13.6.4 Upon destruction or loss of the Insured Purchase, including Theft.
- 13.7 You are entitled to terminate the Policy at any time during an Insurance Period in accordance with the Irish Consumer Insurance Contracts Act of 2019. Notice of such termination shall be given in writing to the contact details included in Your Insurance Certificate. Notice of termination given in any other manner shall be null and void.
- 13.8 If You have not specified the date of termination, the insurance shall cease to be in force at the date of the delivery or dispatch to the Insurer of the notice of termination. Notwithstanding this, there is no entitlement to terminate if the term of the Policy is shorter than thirty (30) days.

## 14 Filing a Claim

- 14.1 When making a claim under this Policy, You must present the following:
- 14.1.1 An application for payment of insurance benefits using the



contact channels provided in the Insurance Certificate for reporting a claim;

- 14.1.2 Purchase and acquisition documents (original invoice of the Insured Device);
- 14.1.3 In the case of Theft, Burglary, or Robbery, You must provide a police report including a case or reference number, and a written description of the incident, including date, time, and location. Where available, photographic evidence or witness statements may be required;
- 14.1.4 Information confirming the amount and fact of the loss;
- 14.1.5 Information regarding the person responsible for the damage;
- 14.1.6 Provide information that may affect the assessment of the insurance risk, the probability of the Insured Event, and the amount of damage;
- 14.1.7 Provide information on whether the Insured Purchase is insured by other insurance companies.
- 14.2 In the event that You wish to arrange for Your Insured Purchase to be repaired following an Insured Event, You must contact Our designated repair company for any and all repairs.

## 15 Filing a Complaint

- 15.1 **If You have any feedback or complaints, please contact Warranty Expert DE GmbH:**

**Email:** [dublin@warranty.expert](mailto:dublin@warranty.expert) **Phone:** +353 81 888 2120

Please retain all documents, including Your Policy Number, and all supporting documentation.

Warranty Expert will acknowledge the complaint on paper / a durable medium within five (5) business days of being received. A point of contact for the complaint will be appointed by Warranty Expert, and regular updates on the progress of the investigation will be provided at intervals of no greater than twenty (20) business days.

Warranty Expert will attempt to investigate and resolve the complaint within forty (40) business days, however, if this is not possible, Warranty Expert will inform the complainant of the anticipated timeframe within which they hope to resolve the complaint.

Warranty Expert will inform the complainant within five (5) business days on paper / a durable medium of the completion of the investigation, of the outcome of the investigation, or of the terms of any offer or settlement.

The application must be submitted within three (3) months from the date on which You became aware or should have become aware of any offer or settlement.

- 15.2 If Your complaint cannot be resolved with Warranty Expert or is not resolved to Your satisfaction, You can refer to Your complaint to the Financial Services Pensions Ombudsman (FSPO), see Section 16 for more details.
- 15.3 If this matter is escalated to local court proceedings, Your case may also be settled by a competent district court in Ireland. The issues not provided for in the Terms and Conditions and in the Insurance Contract shall be resolved in accordance with the provisions of the Consumer Insurance Contracts Act and other applicable legal acts of the laws of Ireland. The present Policy shall be governed by the law of the Republic of Ireland.

## 16 Dispute Resolution

- 16.1 We aim to provide an excellent service; however, if You should be dissatisfied with the services performed under this Accidental Damage Insurance or if You have any other dispute during the Insurance Period of the Accidental Damage Insurance, to the fullest extent allowable by the law of Your jurisdiction, We require that You first provide Us with notification of the dispute and a reasonable opportunity to

respond before You submit to Our dispute resolution program or proceed to arbitration as discussed below.

- 16.2 Should You wish to contact Us in an attempt to resolve a dispute under this Accidental Damage Insurance, send Your written notification to [dublin@warranty.expert](mailto:dublin@warranty.expert).
- 16.3 Please include the following information when filing a complaint:
  - Full Name, Date of Birth, Legal Address in Ireland
  - Contact details including Telephone and Email Address
  - Policy Number, Date, Proof of Purchase, Retailer/ Partner Name
  - Claims Reference Number (If applicable)
  - Description of complaint, persons spoken with and nature of complaint

**Financial Services and Pensions Ombudsman "FSPO":** Lincoln House, Lincoln Place, Dublin 2, D02 VH29, email: [info@fspoi.ie](mailto:info@fspoi.ie), tel. +353 1 567 7000, [www.fspoi.ie](http://www.fspoi.ie), online contact form: <https://www.fspoi.ie/complaint-form.aspx> You can present Your case to the FSPO which renders impartial advice and guidance. The FSPO also provides dispute settlement recommendations.

## 17 Insurance Period

- 17.1 The duration of the Policy is stated in the Insurance Certificate. The contract shall take effect only upon payment of the full or first instalment of the insurance premium, if We have agreed to payments in instalments.
- 17.2 If You are late in paying the premium or its first instalment, no insurance benefits are granted under this Insurance Contract until one (1) day after the owed premium is paid in full so long as the premium was paid no later than one (1) month from its original due date. Should none of the owed premium be paid within one (1) month from its original due date, the Policy shall not come into effect and will be terminated. We shall be obligated to inform You about such termination.
- 17.3 If only part of the owed insurance premium has been paid, the Insurance Contract shall not come into effect and no insurance cover shall be provided.
- 17.4 If You do not pay the insurance premium for subsequent premium payment, the insurance coverage shall be automatically suspended without a separate notice, and We shall have the right to terminate the Insurance Contract in accordance with legal acts.

## 18 Other Provisions

- 18.1 Any notice which one party to the Insurance Contract is required to give to the other party must be in writing. Any notice shall be sent by email to the email address specified in the Insurance Certificate or the Terms and Conditions.
- 18.2 Our rights and obligations arising from the Policy may be transferred in accordance with the procedure established by law. If You disagree, You may terminate the contract within one month of the transfer of rights and obligation and We shall refund the full unused part of the insurance premium.

## 19 Sanction Clause

- 19.1 We shall not be deemed to provide cover and We shall not be liable to pay any claim, make any return of payment or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, provision of such benefit, or return of such payment would conflict with any sanctions, prohibition or restriction under United Nations resolutions or the trade of economic sanctions, laws, or regulations of Switzerland, the European Union, the United Kingdom or the United States of America.

## 20 Privacy

- 20.1 Your personal data in relation to this Accidental Damage Insurance will be processed by Us in accordance with Our privacy statement available at:  
<https://www.helvetia.com/corporate/web/en/home/about-us/contact/privacy.html>

## **21 Entire Agreement and Governing Law**

- 21.1 These Terms and Conditions together with Your Insurance Certificate form the entire agreement between You and Us with respect to the subject matter hereof and supersede all prior agreements, statements, promises, understandings, and negotiations, whether written or oral, regarding the subject matter hereof, and any terms and conditions whenever delivered.
- 21.2 These Terms and Conditions shall be governed by the laws of Ireland. The courts of the country where the Policyholder is domiciled or the country where the Insurer is domiciled shall have an exclusive venue for disputes relating to the interpretation or enforcement of this Accidental Damage Insurance Policy.
- 21.3 **Court Proceedings:**
- 21.3.1 Your case may also be settled by a competent district court in Ireland.
- 21.3.2 The issues not provided for in the Terms and Conditions and in the Insurance Contract shall be resolved in accordance with the provisions of the Consumer Insurance Contracts Act and other applicable legal acts of the laws of Ireland. The present Policy shall be governed by the law of the Republic of Ireland.