

# CONDITIONS OF INSURANCE

## Customer Information and General Conditions of Insurance

### Sunrise call protect (Edition May 2021 for policies with effective date from 1<sup>st</sup> May 2021 onwards)

#### Information for the Policyholder in accordance with the VVG

The following provides you with general information about Sunrise call protect insurance in accordance with the provisions of Art. 3 of the Swiss Insurance Contract Act (VVG). The content of the contract can be found in the application confirmation or contract extension confirmation and the following General Conditions of Insurance (which contain the legally valid precise definitions). This English translation may be used for information purposes only. The German wording prevails in case of litigation.

1. **Who is the insurer?** The insurer is Chubb Insurance (Switzerland) Limited. Hereinafter referred to as "Chubb". Chubb is a limited company under Swiss law and has its registered office at Bären-gasse 32, 8001 Zurich. Chubb is a part of the Chubb Group under the umbrella of the holding company Chubb Limited, which has its registered office in Zurich and is listed on the New York Stock Exchange (NYSE). In addition to sanctions imposed by Switzerland, Chubb is therefore also subject to other national limitations, certain US statutes and provisions which may prohibit it from granting insurance cover to certain natural or legal persons or from making payments to such persons or from insuring certain types of activities in connection with certain countries such as Iran, Syria, North Korea, North Sudan, Cuba and the Crimea.
2. **Who is the policyholder?** The policyholder is Sunrise UPC LLC whose registered office is at Thurgauerstrasse 101B, 8152 Glattpark (Opfikon), Switzerland, hereinafter referred to as "Sunrise".
3. **Who are the beneficiaries?** The beneficiaries are insured persons whose place of residence is in Switzerland or in the Principality of Liechtenstein and who have concluded a valid mobile telephone contract with Sunrise and are included in the group insurance contract between Chubb as the insurer and Sunrise as the policyholder.
4. **What is insured?** The insured risks and the scope of cover are specified in the description of benefits, the mobile telephone contract and the General Conditions of Insurance.
5. **How is the premium calculated?** The amount of the premium is specified in the confirmation of cover.
6. **What are the payment terms?** The due premium is payable on a monthly basis. The monthly insurance premium shall be collected by the policyholder via the monthly mobile telephone bill.
7. **What duties and obligations do you have as a beneficiary?** During the term of the contract and in an insured event:
  - a. the policyholder must be informed of any changes relevant to the contract, e.g. change of name or address of the beneficiary or change of a mobile telephone contract holder;
  - b. the claims service specified in the description of benefits must be informed truthfully about the cause and circumstances of the loss by telephone or in written or electronic form.
8. **What is the term of the contract?** The minimum term and the methods of termination are provided in the General Conditions of Insurance.
9. **How does Chubb handle your data?** Chubb processes data arising from processing claims and uses such data particularly for calculating the premium, for evaluating risk, for handling insured events and for statistical analysis. Hard or electronic copies of the data are stored. If necessary, the data is forwarded to involved third parties, i.e. other involved insurers, authorities, lawyers, external service providers and adjusters. Data may also be forwarded in order to detect or prevent insurance fraud. Personal data is exclusively processed within the EU in compliance with Swiss and European data protection legislation.

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## General Conditions of Insurance for Sunrise call protect

Chubb Insurance (Switzerland) Limited whose registered office is at Bäregasse 32, 8001 Zurich, hereinafter referred to as "Chubb", is liable for the benefits agreed and specified in this insurance document for the customers entitled to benefit (insured persons) in accordance with the group insurance contract with Sunrise UPC LLC, hereinafter referred to as "Sunrise" or the policyholder. The insured persons are specified in the *General Conditions of Insurance* and also by the provisions of the Swiss Insurance Contract Law.

### 1. Inception, term and fundamental requirements for the cover

**1.1.1** The agreed Sunrise call protect cover shall be valid from the date of joining the existing group insurance contract. Joining the insurance contract is possible at any time subject to the existence of a valid Sunrise mobile telephone contract. The insurance contract may be terminated at any time and without notice by informing Sunrise UPC LLC. The insurance contract shall end on the day following termination.

**1.1.2** The insurance is exclusively restricted to the mobile telephone numbers registered with Chubb that are used under a mobile telephone contract concluded between Sunrise and the beneficiary.

**1.2** In the event of number portability, cover shall commence in any event upon the activation / implementation of the number porting.

**1.3** Cover shall only exist if the appropriate insurance premium has been paid at the time the insured event occurs.

### 2 Beneficiary

The beneficiary is the holder of the telephone number specified in the insurance policy.

### 3 Insured events and benefits

Phone fraud / data communication fraud

If the beneficiary incurs connection charges as a result of the misuse of mobile telecommunication services via the insured mobile telephone number (telephone calls, SMS, MMS, data transfer and data transmission, loading and downloading data, etc.) following the theft or robbery of his mobile telephone or tablet in the time between such theft and notification to Sunrise UPC LLC (blocking), Chubb shall indemnify such charges up to a maximum amount of CHF 3,000. Chubb's duty to provide benefit lapses if the theft or robbery of the respective mobile telephone or tablet is not reported to Sunrise UPC LLC so that the relevant SIM card can be blocked within 72 hours of the occurrence or discovery of such theft or robbery and the theft or robbery is not reported to the responsible police station.

### 4 Uninsured events

**4.1** Losses caused as follows are not insured:

- a) by failure to observe the manufacturer's operating instructions;
- b) by modifications to the original features of the insured mobile telephone or tablet;
- c) arising as a result of grossly negligent or intentional acts by the beneficiary;
- d) by leaving, misplacing or losing the device;
- e) by confiscation by authorities irrespective of whether or not such confiscation of the mobile telephone or tablet occurred as a result of illegal activities;
- f) by viruses;
- g) by the beneficiary committing or attempting to commit crimes, offences or fraudulent use in accordance with the provider's General Terms and Conditions.

**4.2** The following losses are not insured:

- a) technical faults that are covered by warranty claims or that are not caused by external influences;
- b) depreciation and pure financial loss, loss of use, loss of data, postage and transport costs (return, repair, etc.);
- c) software damage;
- d) indirect losses incurred as a result of the insured event (financial loss, loss of use, loss of profit, expenses, etc.);

**4.3** losses resulting from acts of war or terrorism, all kinds of disturbance, measures taken to counter such disturbances and losses caused by natural disasters, epidemics and pandemics;

**4.4** losses resulting from incidents involving atomic, biological or chemical substances;

**4.5** events covered by the manufacturer's or seller's warranty or liability;

**4.6** events that had already occurred at the time of the commencement of the insurance policy;

**4.7** in the event of theft from a motor vehicle if there are no obvious signs of forceful entry and the insured mobile telephone or tablet was not hidden in a reasonable way; and

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**4.8** losses incurred if the insured mobile telephone or tablet is used or kept by persons other than the beneficiary.

**4.9** If the IMEI number or the MSISDN or manufacturer's serial number (limited to non-independent mobile enabled tablets) in the insured mobile telephone cannot be reported to the insurer.

**4.10** If the insurer refuses to provide benefits, any costs for the return of damaged mobile telephones or tablets already sent for repair requested by the insured person shall be borne by the beneficiary.

## **5 Duties of the beneficiary**

**5.1** The beneficiary is obliged to comply fully with its contractual or statutory duties of reporting, disclosure and conduct.

**5.2** Losses caused by theft or robbery must be reported to the responsible police station within 72 of such robbery or theft occurring or being discovered. At the request of the insurer a copy of the police statement / police report must be provided together with the notification of claim (via the Chubb Customer Service number provided at Clause 11).

**5.3** The beneficiary is under a duty to do everything possible to contribute to the mitigation of the loss and to investigate the circumstances of such loss.

**5.4** If the beneficiary is also able to claim benefits which have been provided by Chubb from a third party, he must safeguard these claims and assign them to Chubb.

**5.5** The insured event must be reported without delay to Chubb or the service partner appointed by Chubb to receive notifications of claim.

**5.6** The claim must be substantiated and evidence must be provided. The following documents must be sent at the request of Chubb to the Chubb contact address provided at Clause 11:

- Application confirmation or contract extension confirmation and evidence of purchase / invoice including IMEI number and purchase price.
- Police statement / police report, notification of claim (for theft)
- Itemised statement from the service provider for the current month and previous three months (for phone fraud / data communication fraud). Any costs in relation to requesting the itemised statement shall be borne by the beneficiary.
- Completed claim form (if requested by Chubb)

## **6 Consequences of breaching duties of disclosure and conduct**

If the beneficiary breaches his contractual or statutory duties of reporting, disclosure or conduct and the cause, the occurrence, the extent or the investigation of the loss is affected as a result, Chubb may be entitled to refuse or reduce its benefits. There shall be no reduction of benefit if the beneficiary can prove that his conduct did not negatively affect either the loss or the investigation of such.

Furthermore, in the event of the non-fulfilment of the obligations specified at Clause 6 or parts thereof, Chubb is entitled to reverse any indemnity already provided by sending a bill for the costs of such indemnity.

## **7 Subsidiarity clause**

**7.1** If the beneficiary is entitled to make a claim under any other insurance contract (voluntary or compulsory insurance), cover shall be limited to the portion of the Chubb benefits exceeding those under the other insurance contract. The costs shall only be reimbursed once in total.

**7.2** However, if Chubb has provided benefits for the same loss, such benefits shall be regarded as an advance payment and the beneficiary shall assign his claims against the third party (third party, voluntary or compulsory insurance) to Chubb for the same amount.

## **8 Limitation**

The claims shall become time barred two years after the occurrence of the event establishing the duty to provide benefit.

## **9 Jurisdiction**

Claims against Chubb may be submitted to the court for the registered office of the company or for the Swiss place of residence of the beneficiary.

## **10 Contact address**

Sunrise Protect Customer Service on behalf of Chubb Insurance (Switzerland) Limited

Commissioned service provider:  
Callpoint AG  
1 Avenue de Tivoli 3  
CH-1700 Freiburg / Fribourg

Hotline: +41 (0)58 400 79 97\*  
E-mail: [service@chubbprotect.ch](mailto:service@chubbprotect.ch)  
Website: [www.chubbprotect.ch](http://www.chubbprotect.ch)

*(\*The cost corresponds to the cost of a local rate call. The costs can vary per provider.)*