

CONDITIONS OF INSURANCE

Customer Information and General Conditions of Insurance

Sunrise smart protect (Edition May 2021 for policies dated from 01.05.2021 onwards)

Information for the policyholder pursuant to VVG [Insurance Contract Act]

Below, you can find general information about Sunrise smart protect insurance pursuant to the provisions of Article 3 of the Federal Insurance Contract Act (VVG). The content of the contract is based on the confirmation of registration or confirmation of contract extension as well as the following General Conditions of Insurance GCI (which contain the legally applicable precise definitions).

1. **Who is the insurer?** The insurer is Chubb Insurance (Switzerland) Limited, hereinafter referred to as "Chubb". Chubb is a limited company in accordance with Swiss Law domiciled at Bärengasse 32 in CH-8001 Zurich. Chubb is part of the Chubb Group under the holding company Chubb Limited, domiciled in Zurich, which is listed on the New York Stock Exchange (NYSE). As a result, in addition to Swiss sanctions and other national restrictions, Chubb is also subject to certain American laws and regulations which could prevent it from granting insurance cover to certain natural person or legal entities or to make payments to these entities or to insure certain types of activities in connection with certain countries such as Iran, Syria, North Korea, Northern Sudan, Cuba and Crimea.
2. **Who is the policyholder?** The policyholder is Sunrise UPC LLC domiciled at Thurgauerstrasse 101B, 8152 Glattpark (Opfikon), Switzerland, hereinafter referred to as "Sunrise".
3. **Who is eligible for benefit?** Insured persons residing in Switzerland or in the Principality of Liechtenstein who have concluded a valid mobile phone contract with Sunrise and have been joined to the collective insurance contract between Chubb as the insurer and Sunrise as the policyholder are eligible for benefit.
4. **What is insured?** The approved devices, the insured risks and the scope of the insurance cover are based on the description of benefits, the mobile phone contract and the General Conditions of Insurance (GCI). An excess (exclusive of taxes and duties) is payable for each claim. The amount of the excess is calculated in accordance with the device class (i.e. the undiscounted retail price for the insured mobile phone, tablet or smart watch including taxes) at the time the contract was concluded. Chubb reserves the right to assign the claim and the collection of the excess to a third party (factoring). The commencement and expiry of the insurance cover, the insured risks, the scope of the insurance cover and the relevant exclusions can be found in the GCI listed below.
5. **How is the premium calculated?** The amount of the premium is based on the valid premium for the relevant device class, i.e. the undiscounted retail price including taxes, at the time the contract was concluded.
6. **What are the payment terms?** The due premium is payable monthly. The monthly insurance premium is collected by the policyholder via the monthly mobile phone bill.
7. **What duties and obligations do you have as a person eligible for benefit?** During the term of contract or in an insured event:
 - a. the person eligible for benefit must have the IMEI / serial number of the insured mobile phone, tablet or smart watch registered. Otherwise, the mobile phone, tablet or smart watch cannot be identified as an insured device.
 - b. the insured mobile phone, tablet or smart watch must be handled carefully, maintained in a proper condition and protected from damage. Otherwise, insurance cover may fully or partially lapse.
 - c. Chubb or the policyholder must be informed of any changes that are significant to the contract, e.g. change of the name or address of the person eligible for benefit and any change of holder of a mobile phone contract
 - d. in the event of any damage to the mobile phone, tablet or smart watch, the claims service specified in the description of benefits must be informed truthfully by telephone or in written form about the cause and circumstances of the damage
 - e. in the event that it is determined that damage has occurred, the SIM card, if available, must be removed from the damaged mobile phone, tablet or smart watch before the respective device is sent
8. **What is the term of the contract?** The minimum term of the contract and the grounds for termination are set out in the General Conditions of Insurance.
9. **How does Chubb handle your data?** Chubb processes data it obtains whilst settling claims and particularly uses such data for calculating the premium, evaluating the risk, processing claims for benefit and statistical evaluations. The data is stored physically or electronically. If necessary, the data is forwarded as required to any involved third parties, particularly other participating insurers, authorities, lawyers, external service providers and experts. Data may also be forwarded for the purpose of discovering or preventing insurance fraud. Personal data is processed exclusively within the EU in accordance with Swiss and European data protection legislation.

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General Conditions of Insurance (GCI)

Chubb Insurance (Switzerland) Limited whose registered office is at Bärengasse 32 in CH-8001 Zurich, hereinafter referred to as "Chubb", shall be liable for the benefits agreed pursuant to the collective insurance contract with Sunrise UPC LLC (hereinafter referred to as "Sunrise" or the policyholder) and specified in this insurance document to the customers eligible for benefit (insured persons). These shall be defined in the General *Conditions of Insurance* (GCI) and in the provisions of the Swiss Insurance Contract Act.

1. Commencement, term and basic conditions of the insurance cover

1.1 Inclusion in the insurance policy and commencement of cover

Inclusion as an insured person in the group insurance contract for Sunrise smart protect is possible with a valid Sunrise mobile phone contract. Insurance cover commences on the date on which the insurance policy is concluded.

If inclusion in the insurance policy takes place at a later time than the insured device was purchased, there shall be no entitlement to benefit for a grace period of 14 days from the commencement of the insurance.

Insurance cover only exists for devices that are free of any pre-existing damage at the time the insurance policy is concluded and if the respective insurance premium has been paid at the time an insured event occurs.

1.2 Minimum term and termination

The minimum term of the Sunrise smart protect policy is 1 month. The insurance contract will then extend by one more month at a time unless it is terminated with a notice period of 1 month to the following month end by notifying Sunrise UPC LLC.

The insurance contract shall, in any case, end automatically upon termination of the Sunrise mobile phone contract.

2. Insured object

Insurance cover applies to mobile phones and tablets that are purchased from Sunrise or a third party in Switzerland or Liechtenstein and are registered within 12 months from new purchase subject to verification that the mobile phone or tablet is in mint condition.

Smart watches, if Sunrise confirms that these are insurable, must have been purchased from Sunrise.

3. Person eligible for benefit

The person eligible for benefit is the person who uses the insured mobile phone, tablet or smart watch under a Sunrise mobile phone contract as a contractual party or authorised user or whose IMEI number is specified in this contract. In the event that the insured mobile phone, tablet or smart watch is sold, the insurance contract shall not be transferred to the new owner.

4. Insured events and benefits

4.1 Device protection (damage to the insured mobile phone /tablet or smart watch)

If the insured mobile phone, tablet or smart watch is damaged due to a sudden or unforeseeable external influence (such as dropping, pressure, falling, heat, fire, cold or contact with any type of liquid) so that it cannot be used properly or if the insured mobile phone, tablet or smart watch breaks down, Chubb may, at its discretion and taking into account the information contained in the notification of claim

made by the person eligible for benefit, repair the damaged mobile phone, tablet or smart watch or replace it with the same model from the same manufacturer (usually an as-new replacement device) or if such a device is not available, with another device of the same type and quality.

4.2 Settling claims by way of repair

If the claim is successfully reported and Chubb decides to repair the damaged mobile phone, tablet or smart watch, an agreement regarding sending the device for repair is made with the person eligible for benefit. Chubb or its service provider for the claims service will provide a free of charge returns label for this purpose. The damaged mobile phone, tablet or smart watch will be repaired by a service provider appointed by Chubb and returned to a previously agreed address for the person eligible for benefit. If repairing the insured mobile phone, tablet or smart watch is technically not possible, is not economical or if there is total loss, Chubb reserves the right to settle the claim by replacing the damaged mobile phone, tablet or smart watch.

4.3 Settling claims by way of replacement

If repairing the insured mobile phone, tablet or smart watch is technically not possible, is not economical or if there is total loss, Chubb will arrange for replacement with an as-new mobile phone, tablet or smart watch. The service provider appointed by Chubb will replace the damaged mobile phone, tablet or smart watch at the same time it accepts the damaged device with the same model from the same manufacturer (usually with an as-new replacement device).

If such a device is not available due to discontinued production or supply bottlenecks and/or procurement is not economical, the defective device will be replaced with an equivalent device. An equivalent device is a device of the same type/model, if available, or a device of any other type/model at a maximum value of the purchase price or "non-subscription" price of the damaged insured mobile phone, tablet or smart watch. In this case, Chubb will submit appropriate, final proposals to the insured person.

4.4 The person eligible for benefit must pay an excess for each claim. The excess is based on the classification of the insured mobile phone, tablet or smart watch in the respective class.

For the Class up to CHF 399,99 the excess is CHF 30 for the first claim and CHF 50 for the second claim and any subsequent claims.

For the Class from CHF 400 to CHF 599,99 the excess is CHF 50 for the first claim and CHF 80 for the second claim and any subsequent claims.

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For the Class from CHF 600 to CHF 799,99 the excess is CHF 60 for the first claim and CHF 100 for the second claim and any subsequent claims.

For the Class from CHF 800 to CHF 1'049,99 the excess is CHF 80 for the first claim and CHF 100 for the second claim and any subsequent claims.

For the Class from CHF 1'050 to CHF 1'699,99 the excess is CHF 90 for the first claim and CHF 100 for the second claim and any subsequent claims.

For the Class from CHF 1'700 to CHF 2'500 the excess is CHF 100 for the first claim and CHF 100 for the second claim and any subsequent claims.

4.5 Warranty extension (break-down)

Insurance cover exists for the break-down of the device for a maximum of 3 years including the warranty provided by the device manufacturer or by Sunrise, i.e. a maximum of 3 years from the commencement of the manufacturer's warranty.

Break-down includes production, design or material errors which lead at least to a malfunction of the insured mobile phone, tablet or smart watch.

5 Exclusions

5.1 There is no cover for damage caused as follows:

- a) by normal wear and tear, oxidation;
- b) by accumulator or battery (leak, incorrect use, etc.);
- c) by failing to observe the manufacturer's operating instructions;
- d) by using non-original accessories or accessories from another manufacturer (e.g. power cable)
- e) by changing the original properties of the insured mobile phone, tablet or smart watch;
- f) caused by a grossly negligent or intentional act of the person eligible for benefit;
- g) by repair, maintenance and servicing or cleaning operations;
- h) by leaving the device lying around, misplacement or loss;
- i) by confiscation by authorities, irrespective of whether such confiscation of the mobile phone, tablet or smart watch took place due to illegal acts or not;
- j) by viruses;
- k) by the person eligible for benefit committing or attempting to commit crimes, offences or fraud according to the provider's General Terms and Conditions.

5.2 The following losses / events are not insured

- a) Material or manufacturing defects;
- b) Technical faults, if they are covered by warranty claims or are not attributable to external influences;
- c) Damage caused by scratches, scrapes and abrasion;

- d) Deformations unless there is impairment of the functionality
- e) Discolouration; data corruption, loss of data
- f) Reduction in value and pure financial losses, downtime, loss of data, shipping and transport costs (return, repairs, etc.);
- g) Software damage;
- h) Defective accumulator or battery.
- i) Indirect damages caused by the insured event (financial losses, downtime, lost profit, expenses, etc.)
- j) Theft and/or robbery

- 5.3 Damage to the housing or external parts of the insured mobile phone, tablet or smart watch unless its functionality is impaired.
- 5.4 Damage due to warlike or terrorist events and any type of unrest and the measures taken against these, as well as due to natural catastrophes, epidemics and pandemics.
- 5.5 Damage due to incidents with nuclear, biological or chemical substances.
- 5.6 Damage due to artificially created or naturally occurring pressure or sound waves.
- 5.7 Events falling under manufacturer's or seller's warranty service or liability.
- 5.8 Events that had already occurred at the time the insurance policy commenced.
- 5.9 If the insurer refuses to provide benefit, any costs for the return of the damaged mobile phones, tablets or smart watches already sent for repair where such return has been requested by the insured person will be borne by the person eligible for benefit.

6 Obligations of the person eligible for benefit

- 6.1 The person eligible for benefit is obliged to fully comply with his/her contractual or statutory reporting, information or conduct obligations.
- 6.2 The person eligible for benefit is obliged to take all steps that may help with mitigating and assessing the loss.
- 6.3 If the person eligible for benefit is also able to claim benefits that Chubb has provided from third parties, he/she must safeguard these claims and assign them to Chubb.
- 6.4 The insured event must be reported to Chubb or the service partner appointed by Chubb for accepting the notification of claim without delay.
- 6.5 The person eligible for benefit is obliged to unlock the insured and damaged mobile phone, tablet or smart watch (where necessary), i.e. to remove the personal PIN lock, deactivate technical anti-theft functions and to make the device available to Chubb for the purpose of settling claims in accordance with Clause 4.1 or 4.2 (and sub-clauses).
- 6.6 The person eligible for benefit must back up their data before sending the mobile phone, tablet or smart watch for repair or replacement. No warranty is provided that the data will be preserved. Any liability in relation to the loss of data during repair or before the replacement is excluded.
- 6.7 The claim must be established and proven. The following documents must be submitted at Chubb's request to Chubb's contact address provided at Clause 11:
 - Confirmation of registration or confirmation of contract extension or proof of purchase/invoice

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including IMEI number showing the purchase price

- Police notification/police report (if requested by Chubb)
- Completed claim form (if requested by Chubb)

6.8 If the claim is settled by way of replacement, the person eligible for benefit is obliged to give the damaged mobile phone, tablet or smart watch to Chubb or an appointed service provider and thus to transfer it to Chubb.

7 **Consequences of breaching the information and conduct obligations**

If the person eligible for benefit breaches his/her contractual or statutory reporting, information or conduct obligations and this affects the cause, occurrence, extent or determination of the damage, Chubb may refuse to provide benefit or reduce its benefit. There shall be no reduction of benefit if the person eligible for benefit can prove that his/her conduct did not adversely affect either the damage or the determination thereof.

In the event of the failure to comply in full or in part with the obligations specified at Clause 6, Chubb is also entitled to reverse any settled claims by charging for the incurred settlement costs.

8 **Complementary clause**

8.1 If a person eligible for benefit is entitled to claim under another insurance contract (voluntary or mandatory insurance), cover is limited to the part of the benefit provided by Chubb that exceeds the benefit provided under the other insurance contract. Costs are only reimbursed once in total.

8.2 However, if Chubb has provided benefit for the same loss, this is deemed to be an advance payment and the person eligible for benefit shall assign his/her claims for this amount against the third party (liable third party, voluntary or mandatory insurance) to Chubb.

9 **Limitation**

Claims become time-barred two years after the occurrence of the event establishing the duty to provide benefit.

10 **Jurisdiction**

Claims against Chubb can be brought before the court at the place where the company has its registered office or at the Swiss place of residence of the person eligible for benefit.

11 **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

Website: www.chubbprotect.ch

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