

# INSURANCE CONDITIONS

## Customer Information and General Conditions of Insurance

### Sunrise smart protect plus (June 2019 edition)

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

The following provides you with general information about Sunrise smart protect plus 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).

- 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 Bäregasse 32, CH-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 Crimea.
- 2. Who is the policyholder?** The policyholder is Sunrise Communications AG whose registered office is at Thurgauerstrasse 101B, CH-8152 Glattpark (Opfikon), hereinafter referred to as "Sunrise".
- 3. Who is the beneficiary?** 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 authorised devices, the insured risks and the scope of cover are specified in the description of services, the mobile telephone contract and the General Conditions of Insurance. There is an excess for each insured event (exclusive of taxes and duties). The amount of the excess is calculated according to the device class (i.e. the unsubsidised sales price of the mobile telephone, tablet or smartwatch including taxes at the time when the contract was concluded). Chubb reserves the right to appoint a third party to request and collect the excess (factoring). The commencement and termination of cover, the insured risks, the extent of the cover and its exclusions can be found in the General Conditions of Insurance below.
- 5. How is the premium calculated?** The amount of the premium is based on the valid premium for the respective device class at the time when the contract was concluded, i.e. the unsubsidised sales price including taxes.
- 6. What are the payment terms?** The premium is payable on a monthly basis. The monthly insurance premium is 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 beneficiary must register the IMEI number or serial number of the insured mobile telephone, tablet or smartwatch. Otherwise the mobile telephone, tablet or smartwatch cannot be identified as an insured device.
  - b. the insured mobile telephone, tablet or smartwatch must be treated carefully, kept in a reasonable condition and protected from damage. Otherwise the cover may partially or totally lapse.
  - c. the policyholder or Chubb 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;
  - d. in the event of any damage to the mobile telephone, tablet or smartwatch, the claims service specified in the service description must be informed truthfully about the cause and circumstances of the damage in written or electronic form (using the Online Self-Care Portal) or by telephone;
  - e. where applicable, the SIM card must be removed from the damaged mobile telephone, tablet or smartwatch before sending the mobile telephone, tablet or smartwatch in the event of a claim being accepted.
  - f. If your device has been stolen, please inform us without delay, by no later than 48 hours after discovering the theft.
  - g. Please report any intentional damage caused by third parties or any theft to the local police or responsible authorities within 48 hours after discovering such damage or theft and provide us with the evidence and documents, e.g. police report, in order to assert your claim.
- 8. What is the term of the contract?** The minimum term and the methods of termination are specified 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 required, necessary 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

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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

Chubb Insurance (Switzerland) Limited, whose registered office is at Bären­gasse 32, CH-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 Communications AG, hereinafter referred to as "Sunrise" or the Policyholder. The benefits are defined in the *General Conditions of Insurance* and also by the provisions of the Swiss Insurance Contract Law.

### 1. Commencement, term and fundamental requirements for cover

#### 1.1 Inclusion in the insurance contract and commencement of cover

Inclusion as an insured person in the group insurance contract for Sunrise smart protect plus is possible if there is a valid Sunrise mobile telephone contract. Cover commences on the date on which the insurance is concluded.

If inclusion in the insurance contract does not take place at the same time as the insured device is purchased but at a later date, there is no entitlement to benefit for a cooling-off period of 14 days from the commencement of the insurance.

Cover only exists for devices that were free of any existing damage at the time the insurance policy was concluded. The first payable monthly insurance premium, calculated according to the device class, is due for payment by one month after the commencement of the insurance.

#### 1.2 Minimum term and termination

The minimum term for Sunrise smart protect plus is 1 month. The insurance contract automatically extends for a further month unless it is terminated by way of notice of 1 month to the end of the following month being sent to Sunrise Communications AG.

The insurance contract will terminate automatically in any event if the Sunrise mobile telephone contract is terminated.

### 2. Right of revocation

You may revoke your policy declaration without stating reasons within 30 days. The revocation can be effected using the online customer account "My Sunrise", the Sunrise Hotline (Tel: 0800 707 505) or in the Sunrise Shop. The revocation period commences upon the conclusion of the insurance contract. In order to comply with the revocation period, it is sufficient that you send the revocation notice in good time. The revocation notice must be sent directly to Sunrise Communications AG.

### 3. Insured object

Cover extends to mobile telephones and tablets purchased from Sunrise or a third party in Switzerland or Liechtenstein and registered within 12 months of original purchase, subject to verification of the original value.

Smartwatches, insofar as Sunrise has confirmed that these are insurable, must have been purchased from Sunrise.

### 4. Beneficiary

The beneficiary is the person who uses the insured mobile telephone, tablet or smartwatch under a Sunrise mobile telephone contract as the contract holder or authorised user or the IMEI number of which is noted in this contract. In the event that the insured mobile telephone, tablet or smartwatch is sold, the insurance contract does not transfer to the new owner.

### 5. Insured events and benefits

#### 5.1 Device protection (damage to the insured mobile telephone / tablet or smartwatch)

If as a result of a sudden or unforeseeable external influence (e.g. dropping, pressure, falling, heat, fire, cold or contact with any type of liquid) the insured mobile telephone, tablet or smartwatch is damaged to such an extent that it cannot be used in the normal way or if the mobile telephone, tablet or smartwatch breaks down, Chubb is entitled to decide, taking into account the information on the notification of claim provided by the beneficiary, whether to repair the damaged mobile telephone, tablet or smartwatch or to 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.

#### 5.2 Theft

If your device has been stolen, we will replace the device with one that is the same, usually an as-new replacement device or, if such a device is not available, with another device of the same type and quality.

### 6. Settling claims

#### 6.1 Settling claims by repair

Following the successful notification of a claim and a decision by Chubb to repair the damaged mobile telephone, tablet or smartwatch, an agreement will be reached with the beneficiary in relation to sending the device. Chubb or its claims service provider will provide a free of charge package label for this purpose. The damaged mobile telephone, tablet or smartwatch will be repaired by a service provider appointed by Chubb and returned to the beneficiary at an address agreed in advance. If it is technically impossible or not economically viable to repair the insured mobile telephone, tablet or

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smartwatch or in the event of a total loss, Chubb reserves the right to settle the claim by replacing the damaged mobile telephone, tablet or smartwatch.

## 6.2 Settling claims by replacement

If it is technically impossible or not economically viable to repair the insured mobile telephone, tablet or smartwatch or in the event of a total loss, Chubb will organise a replacement with an as-new mobile telephone, tablet or smartwatch. The damaged mobile telephone, tablet or smartwatch will be replaced by a service provider appointed by Chubb upon receipt with the same model from the same manufacturer, usually using an as-new replacement device. If such a device is not available and / or it is not economically viable to procure such device due to discontinued production or supply bottlenecks, the defective device will be replaced with a device of the same value. A device of the same value is deemed to be a device of the same type / model, if available, or alternatively a device of any other type / model up to a maximum value of the purchase price or "non contract" price of the damaged insured mobile telephone, tablet or smartwatch. In this event Chubb will present appropriate final suggestions to the insured person.

The beneficiary must pay an excess for each insured event. The excess is based on the classification of the insured mobile telephone, tablet or smartwatch in the respective device class.

For the device class of up to CHF 400, the excess for the 1st claim is CHF 30 and CHF 50 for the 2nd claim and any further claims.

For the device class from CHF 400.01 to CHF 600, the excess for the 1st claim is CHF 50 and CHF 80 for the 2nd claim and any further claims.

For the device class from CHF 600.01 to CHF 1,050.00, the excess for the 1st claim is CHF 60 and CHF 100 for the 2nd claim and any further claims.

For the device class from CHF 1,050.01 to CHF 1,750, the excess for the 1st claim is CHF 80 and CHF 100 for the 2nd claim and any further claims.

## 6.3 Warranty extension (breakdown)

Cover exists in the event of the breakdown of the device for the first year after the expiry of the manufacturer's warranty, i.e. for the 13th - 24th month for Apple devices and for the 25th - 36th month for non-Apple devices, if the SmartProtect Plus insurance contract is active.

Breakdown includes: production, construction or material defects that cause at least a malfunction of the insured mobile telephone, tablet or smartwatch.

## 7. Uninsured events

### 7.1 Losses caused as follows are not insured:

- a) by normal wear and tear, oxidation;
- b) by the battery (running out, incorrect use, etc.);
- c) by failure to observe the manufacturer's operating instructions;
- d) by using non-original or third party accessories (e.g. network cables);
- e) by modifications to the original features of the insured mobile telephone, tablet or smartwatch;
- f) arising as a result of grossly negligent or intentional acts by the beneficiary;
- g) by repair, service and maintenance or cleaning works;
- h) by leaving, misplacing and losing the device;
- i) by confiscation by authorities irrespective of whether or not such confiscation of the mobile telephone, tablet or smartwatch occurred as a result of illegal activities;
- j) by viruses;
- k) by the beneficiary committing or attempting to commit crimes, offences or fraud in accordance with the Provider's General Terms and Conditions.

### 7.2 The following damage is not insured:

- a) material or manufacturing defects;
- b) technical faults that are covered by warranty claims or that are not caused by external influences;
- c) scratches, scuffs and abrasions;
- d) deformations, unless this affects functionality;
- e) discolouration; data corruption, loss of data;
- f) depreciation and pure financial loss, loss of use, loss of data, postage and transport costs (return, repair, etc.);
- g) software damage;
- h) defective batteries;
- i) indirect losses incurred as a result of the insured event (financial loss, loss of use, loss of profit, expenses, etc.);
- j) theft occurring whilst you, or any other person who you have allowed to use the device, commit or attempt to commit a criminal offence;
- k) loss (other than theft) or unexplained disappearance or misplacement of your device.

### 7.3 Damage to the casing or external parts of the insured mobile telephone, tablet or smartwatch, as long as its correct function is not affected.

### 7.4 Losses caused by acts of war or terrorism, all kinds of disturbance, measures taken to

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counter such disturbances and losses caused by natural disasters, epidemics and pandemics.

- 7.5 Losses resulting from incidents involving atomic, biological or chemical substances.
- 7.6 Losses as a result of artificially created or naturally occurring shock waves or sound waves.
- 7.7 Events covered by the manufacturer's or seller's warranty or liability.
- 7.8 Events that had already occurred at the time of the commencement of the insurance policy.
- 7.9 If the insurer refuses to provide benefits, any costs for the return of damaged mobile telephones, tablets or smartwatches already sent for repair requested by the insured person must be borne by the beneficiary.

## 8. Duties of the beneficiary

- 8.1 The beneficiary is obliged to comply fully with its contractual or statutory duties of reporting, disclosure and conduct.
- 8.2 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.
- 8.3 If the beneficiary is also able to claim benefits which have been provided by Chubb from a third party, they must safeguard these claims and assign them to Chubb.
- 8.4 The insured event must be reported without delay to Chubb or the service partner appointed by Chubb to receive notifications of claim.
- 8.5 The beneficiary is obliged to unlock the insured and damaged mobile telephone, tablet or smartwatch (where necessary), i.e. to remove the personal PIN lock, deactivate the technical theft protection function and make it accessible for Chubb for the purposes of settling the claim in accordance with Clauses 6 (and sub-clauses).
- 8.6 The beneficiary must back up all data before handing over the mobile telephone, tablet or smartwatch for repair or replacement. No guarantee is provided for receiving data. No liability is accepted for the loss of data during the repair or before the replacement.
- 8.7 The claim must be substantiated and evidence must be provided. The following documents must be sent to the Chubb contact address provided at Clause 11 at the request of Chubb:
  - Application confirmation or contract extension confirmation and evidence of purchase / invoice including IMEI number and purchase price.
  - Police statement / police report (if requested by Chubb)
  - Completed claim form (if requested by Chubb)

8.8 If the claim is settled by replacement the beneficiary is obliged to hand over and transfer the ownership of the damaged mobile telephone, tablet or smartwatch to Chubb or an authorised service provider.

8.9 In the event of a theft, you are obliged to activate remote blocking features without delay to prevent third parties from accessing the insured device by using the procedure put in place by the manufacturer or software provider (e.g. "find my iPhone").

## 9. Consequences of breaching duties of disclosure and conduct

If the beneficiary breaches their 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 will be no reduction of benefit if the beneficiary can prove that their 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 reclaim any indemnity already provided by sending a bill for the costs of such indemnity.

## 10. Subsidiarity clause

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

10.2 If Chubb has nevertheless provided benefits for the same loss, such benefits will be regarded as an advance payment and the beneficiary must assign their claims against the third party (third party, voluntary or compulsory insurance) to Chubb to the same extent.

## 11. Limitation

Claims lapse two years after the occurrence of the event establishing the duty to provide benefit.

## 12. Jurisdiction

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

## 13. Contact address

Sunrise Protect Customer Service on behalf of Chubb Versicherungen (Schweiz) AG

Authorised Service Provider:  
Callpoint AG  
1 Avenue de Tivoli 3  
CH-1700 Freiburg / Fribourg

Hotline: +41 (0)43 210 27 45\*  
Fax: +41 (0)43 210 27 44\*  
E-Mail: [service@chubbprotect.ch](mailto:service@chubbprotect.ch)  
Website: [www.chubbprotect.ch](http://www.chubbprotect.ch)

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(\*Calls cost the equivalent of a local connection to Bern,  
calls from mobiles may vary)