



# Mobile phone and tablet insurance /

## General Insurance Conditions (GIC)

Version 11.2017

### Key points at a glance

There is a group contract between AXA Insurance Ltd. and Swisscom (Switzerland) AG. The customer hereby concludes an affiliation contract. Details are derived from the General Insurance Conditions (GIC).

#### 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 policyholder is Swisscom (Switzerland) AG, Alte Tiefenastrasse 6, 3048 Worblaufen (hereinafter referred to as "Swisscom").

#### What data does AXA use and how?

AXA receives and processes the data (information on customers and devices and any claims) that it needs for the processing of claims and for statistical analyses. The information is stored electronically and the statutory time limits are respected. Subject to compliance with the statutory confidentiality obligations and the provisions of the Federal Data Protection Act (DPA), it may pass on the information to third parties participating in the management of the contract and/or claim. To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to master data and basic contract data, and claims summaries. Further, the lawful user accepts that the AXA Group may contact him as follows in writing (by letter or email):

- once during the term of the insurance for the purpose of drawing his attention to AXA special offers;
- once at the end of the insurance term for the purpose of referring to a possible follow-up solution for insuring the mobile phone/tablet in question (e.g. as part of a household contents policy).

- Damage resulting from scratches or chipping, or damage to the device's finish;
- Loss resulting from embezzlement or misappropriation;
- Loss resulting from seizure, confiscation, damage or destruction by a government authority;
- Loss/damage to devices for which the guarantee has expired or is no longer granted due to interventions not carried out by Swisscom or without Swisscom's approval.

#### A2.2 Misuse as the result of theft

A2.2.1 If, following theft of the insured mobile phone or tablet, the eligible claimant incurs connection and transmission charges (phone calls, SMS, MMS, data transfer, data uploads/downloads, etc.) as the result of misuse between the time of the theft and the time that the SIM card is blocked (Swisscom contact number 0800 800 800) AXA will pay a maximum CHF 2,000 in compensating these. AXA's obligation to pay benefits applies only if the theft of the mobile phone or tablet is reported to the mobile phone service provider within 48 hours with an instruction to block the SIM card in question, and if the theft has been reported to the relevant police office.

A2.2.2 The following are **not covered** under this policy:

- Misuse after theft if the lawful user disregards his general due diligence obligations;
- Loss resulting from seizure, confiscation, damage or destruction by a government authority.

#### A3 Territorial validity

The insurance is valid worldwide.

#### A4 Insured benefits

A4.1 The insured mobile phone or tablet is covered at the new-for-old value of an identical device at the time of the loss event, up to a maximum of CHF 2,000. If an identical device is unavailable, one of equivalent value is provided.

A4.2 Misuse resulting from theft is covered up to a maximum of CHF 2,000.

#### A5 Deductible

A5.1 The deductible is CHF 70 per loss event.

A5.2 The deductible does not apply in the event of misuse following theft as defined in A2.2.1.

#### A6 General exclusions

In the case of warlike events, violations of neutrality, revolution, rebellion, uprising, terrorism, civil commotion – i.e. violent acts committed against persons or property in connection with unlawful assembly, riot or tumult – and any measures aimed at containing such, as well as in the case of earthquakes, volcanic eruptions or changes in the structure of atoms, AXA is liable only if the policyholder proves that the loss/damage has no connection to these events.

## General Insurance Conditions (GIC)

### Part A

### Scope of the Contract

#### A1 Insured device

The mobile phone or tablet is covered that was purchased via a sales channel of Swisscom and **has a guarantee** and for which the corresponding insurance was concluded.

#### A2 Insured risks

A2.1 Sudden unforeseen damage from an external force

##### The insurance does not cover:

- Theft;
- Loss resulting from property that is left lying, lost or misplaced; this also includes devices that cannot be recovered;
- Damage caused by the gradual effects of temperature and weather;
- Damage due to the effects of wear and tear;

## Part B

### Miscellaneous provisions

#### B1 Right to claims arising from group contracts

Swisscom settles the claims on behalf of AXA. If the lawful user is unhappy with the settlement of the claim by Swisscom, he can contact AXA (direct right to claims).

#### B2 Contract term

**B2.1** The insurance commences on the day the purchased device is handed over or dispatched. It has a fixed term of 24 months. After 12 months, the customer may give notice at any time to terminate the insurance at the end of the current month provided he has not made any claims.

**B2.2** The maximum term of the insurance is never longer than the device guarantee.

**B2.3** If the user exercises his 14-day right of return, the insurance is canceled and the prorated premium is billed up to the day of the actual return of the device to Swisscom.

**B2.4** The insurance no longer pays benefits once the cumulated claims amount following one or more losses exceeds the list price of the device or in the event of theft or loss of the device.

#### B3 Premium

**B3.1** The premium is due on conclusion of the contract between Swisscom and the lawful user. Swisscom issues regular bills (monthly or bimonthly) for premium installments.

**B3.2** For payment by invoice, the due dates specified by Swisscom must be complied with. If not complied with, Swisscom will take the necessary collection measures and coverage will be suspended until all outstanding premiums and subscription fees have been paid.

#### B4 Applicable law

The affiliation contract is subject to Swiss substantive law.

#### B5 Place of jurisdiction

The ordinary Swiss courts are competent to settle disputes arising from this affiliation contract.

## Part C

### Loss events

#### C1 Benefits

**C1.1** Compensation is calculated based on the new-for-old value (purchase price incl. all taxes) of an identical item at the time of the loss event (=replacement value), up to a maximum of CHF 2,000. In the case of partial damage, repair costs are reimbursed but only up to the replacement value of the item. If an identical device is unavailable, compensation is based on a device of equivalent value.

**C1.2** In the case of compensation in accordance with A4, Swisscom can either replace or repair the damaged mobile phone or tablet. The replacement device can be a new device or a repaired, identical / equivalent device of new-for-old value.

#### C2 Due diligence and other obligations

**C2.1** In the event of damage to the insured device, the lawful user must:

C2.1.1 in the case of a loss event in Switzerland take the damaged device to a Swisscom point of sale and following the repair pay the deductible to Swisscom;

C2.1.2 in the case of a loss event abroad notify AXA.

**C2.2** In the event of misuse following theft the lawful user must:

C2.2.1 inform the police immediately, request an official investigation, and neither remove nor change any of the evidence without the permission of the police;

C2.2.2 inform the mobile phone service provider within 48 hours and have the SIM card blocked (Swisscom contact number 0800 800 800);

C2.2.3 inform AXA immediately if any costs are known to have been incurred due to misuse;

C2.2.4 submit the relevant documentation on the misuse to AXA.

#### C3 Reduced compensation

**C3.1** The lawful owner must exercise due diligence and take measures as required by the circumstances to protect the insured device.

**C3.2** In case of a culpable breach of the legal or contractual provisions or obligations, compensation can be reduced in line with the cause, extent, or discovery of the damage, or compensation can be canceled altogether. Compensation will not be reduced if it can be proven that the behavior had no influence on the loss.

#### C4 Date of compensation payment for misuse following theft

**C4.1** The compensation amount is due 30 days after AXA receives the documents necessary for assessing the loss amount and its obligation to pay benefits.

**C4.2** AXA's obligation to pay compensation is suspended for as long as the compensation cannot be established or paid due to culpable conduct by the eligible claimant.

**C4.3** In particular, compensation is not due for as long as:

C4.3.1 there is any doubt about the entitlement to payment;

C4.3.2 police or criminal investigations into the loss are under way and proceedings against the eligible claimant have not been concluded.