



General Insurance Conditions (GIC)

Customer Information as per ICA
CASHARE PROTECT for loan agreements
referred by Cashare AG

Version 10.2024

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Key Points at a Glance

The following customer information provides an overview of the insurer's identity and the main content of the insurance contract (Art. 3 of the Federal Act on Insurance Contracts, ICA). The rights and obligations of the insured person are based on the General Insurance Conditions (GIC), the statement of enrollment, the confirmation of insurance and the applicable legislation including the ICA in particular.

Who is the insurer?

The insurer is AXA Life Ltd., General-Guisan-Strasse 40, 8400 Winterthur for the death risk and AXA Insurance Ltd., General-Guisan-Strasse 40, 8400 Winterthur for incapacity for work insurances and unemployment insurances, regardless of their term. The insurers are referred to in the following text as "AXA".

Who processes benefits and correspondence?

In all matters relating to your coverage, please correspond at all times with AXA Insurance Ltd., Credit & Lifestyle Protection, Pionierstrasse 3, 8400 Winterthur, Telefon 058 215 25 25, Fax 044 310 28 76.

Who is the policyholder?

The policyholder and payer of premiums is Cashare AG, Bösch 73, 6331 Hünenberg ("Policyholder"). The Policyholder has concluded a group insurance contract with AXA in favor of the insured persons.

Who are the insured persons?

Insured persons are persons who meet the acceptance conditions as per the GIC, who have submitted the signed statement of enrollment to the Policyholder for the attention of AXA, and who have received the confirmation of insurance from the Policyholder.

What is insured?

The coverage is offered in various rate combinations which you can select when submitting your statement of enrollment in the group insurance contract. The rate combinations are: (i) coverage in case of death only, (ii) death and full incapacity for work, (iii) death, full incapacity for work and involuntary unemployment. The insurance covers only the rate combination stated on your confirmation of insurance. If taken out, the following coverage is in place:

- In the event of death: Payment of the outstanding balance on the loan agreement up to a maximum of CHF 100,000 less the amount by which you are in arrears.
- in case of full incapacity for work: Payment (a) of the monthly installment stipulated in the loan agreement or (b) of the loan amount outstanding on the 61st day of the incapacity for work or (c) of a maximum of CHF 2,000 per month, depending on which amount is the lowest, for a maximum of 12 months per insurance case. If the incapacity for work continues for less than one full month after the 61st day, AXA shall pay 1/30 of the aforementioned amount for each day of the continuing full incapacity for work or unemployment.

- in case of involuntary unemployment: Payment (a) of the monthly installment stipulated in the loan agreement or (b) of the loan amount outstanding on the 61st day of the unemployment or (c) of a maximum of CHF 2,000 per month, depending on which amount is the lowest, for a maximum of 12 months per insurance case. If the unemployment continues for less than one full month after the 61st day, AXA shall pay 1/30 of the aforementioned amount for each day of the continuing full incapacity for work or unemployment.

How are benefits paid?

AXA pays all insurance benefits to Cashare AG. The insurance benefit is credited to your account there; your remaining debt under the loan agreement is repaid accordingly, in the same amount as AXA's benefits to Cashare AG.

When does insurance coverage commence?

Coverage begins on the day stated in the confirmation of insurance. Concerning coverage in respect of full incapacity for work and unemployment (if taken out), qualifying periods apply in each case, namely of 30 days for incapacity for work and of 90 days for unemployment. There is no qualifying period in case of death.

How long does the coverage last and when does it end?

The coverage is taken out for the term of the insured loan agreement in each case, but for no less than 6 months and no more than 60 months. In the GIC, the insurance contract makes provision for various reasons/possibilities for termination. These may be summarized as follows:

Coverage ends, in particular, on occurrence of one of the following events on the dates stated:

- Date on which the loan agreement ends, or day on which the account with the Policyholder is cleared and closed
- Date on which the full amount still outstanding under the loan agreement at that time falls due prematurely, especially in case of termination due to the insured person's arrears or bankruptcy or similar circumstances
- 65th birthday of the insured person, for the death risk, or 65th birthday or date of the insured person's regular retirement or early retirement, for the risks of full incapacity for work and unemployment
- Day on which AXA has paid 24 monthly contributions to cover full incapacity for work and/or involuntary unemployment
- Day on which the insured person relocates his domicile outside of Switzerland or takes up salaried employment with an employer outside Switzerland
- Day on which the insurance ends
- Day on which the insured person dies

In particular, you may terminate the coverage (by means of written notice to Cashare AG, Bösch 73, 6331 Hünenberg, for the attention of AXA):

- Within 30 days after submission of the statement of enrollment: at any time
- After the first 30 days: in compliance with a period of at least 30 days to the end of a month
- If AXA changes the premiums or insurance conditions; in this case, the written notification must reach the Policyholder before the day from which the change described in AXA's notification would become effective for you

How much is the premium?

The amount of your premium is specified in the statement of enrollment and the confirmation of insurance. Your premium is payable to Cashare AG, which invoices it to you each month inclusive of federal stamp duty. Premium changes during the term of the insurance are reserved.

What are the other obligations of the insured person?

- Determination of facts: In connection with investigations relating to the insurance (e.g. as regards breaches of disclosure obligations, risk increases, benefit reviews, etc.) you must collaborate and give AXA all relevant information and documents, obtain same for AXA from third parties, and authorize third parties in writing to release the relevant information and documents, etc. to AXA. AXA is authorized to undertake its own investigations.
- Insurance case: An insured event must be notified to AXA immediately.

Surplus participation; surrender and conversion value

No surplus participation has been agreed. The insurance has no surrender or conversion value.

How does AXA handle your personal data?

In particular, AXA uses personal data related to your insurance for the purposes of premium determination, risk disclosure, contract administration and processing of insurance cases. For the purpose of data processing in connection with your insurance, AXA may involve parents, subsidiaries and other group companies and/or branches in other countries in the European Economic Area and in Switzerland. In case of a claim, moreover, your personal data (including correspondence conducted in relation therewith) may be forwarded to the Policyholder. The data is stored physically or electronically. As the insured person, you are entitled to demand the legally prescribed information concerning the processing of data relating to you from AXA.

In order to simplify administrative procedures and to provide their customers with the best possible products and services, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to basic contract information (excluding health or claims data) and customer profiles that have been generated.

General Insurance Conditions (GIC)

General conditions of the insurance policy

These General Insurance Conditions ("GIC") govern the details of your coverage. The insurer is AXA Life Ltd., General-Guisan-Strasse 40, 8400 Winterthur for the death risk and AXA Insurance Ltd., General-Guisan-Strasse 40, 8400 Winterthur for incapacity for work insurances and unemployment insurances, regardless of their term. The Insurers are referred to in these GIC as the "Insurer" or "AXA".

The basis for your coverage is a group insurance contract in existence between Cashare AG ("Policyholder") and the Insurer (the "Group Insurance Contract"). The Policyholder and premium payer under the Group Insurance Contract is Cashare AG. You have enrolled in this Group Insurance Contract and you are referred to below as the "Insured Person". Insurance claims by Insured Persons are asserted solely against the Insurer. No claims against the Policyholder exist in an insurance case.

Please read these GIC carefully and keep them in a safe place. The basis for your individual coverage comprises:

- The provisions contained in these GIC;
- The information and notes contained in the confirmation of insurance issued by the Policyholder on behalf of the Insurer;
- The provisions contained in your statement of enrollment.

In addition, the provisions of the Federal Act on Insurance Contracts (ICA) and of the Swiss Code of Obligations (SCO) are applicable.

1 Conditions for acceptance and definitions

Coverage is granted only to persons who, at the time of their enrollment in the Group Insurance Contract:

- Have concluded a Loan Agreement, referred by the Policyholder, with Cashare AG, ("the Loan Agreement") for a term of no less than 6 months and no more than 5 years;
- Have applied for enrollment in the Group Insurance Contract and have stated that they are prepared to pay the monthly premium passed on by Cashare AG;
- Are shown on the Loan Agreement as the first person under the "Borrower" heading;
- Are aged at least 18 and no more than 65;
- Engage in fixed and paid employment in Switzerland under the terms of a permanent employment contract which has not been terminated, and are employed for at least 15 hours per week with the same employer (referred to below as being "in a Salaried Employment Relationship");
- Are unaware of imminent dismissal from a Salaried Employment Relationship; and
- are domiciled in Switzerland.

2 Scope and start of coverage

2.1 The coverage is offered in various rate combinations which the Insured Person can select when submitting the statement of enrollment in the Group Insurance Contract. The rate combinations are: (i) coverage in case of death only, (ii) death and full incapacity for work, (iii) death, full incapacity for work and involuntary unemployment. The insurance covers the rate combination stated on the confirmation of insurance for the Insured Person.

2.2 Insurance coverage starts:

- a. for coverage as per Art. IV (death): as of the date stated on the confirmation of insurance;
- b. for coverages as per Art. VI (full incapacity for work) and Art. VIII (unemployment), if taken out: for full incapacity for work, 30 days after the date stated on the confirmation of insurance ("Qualifying Period"), and for unemployment, 90 days after the date for unemployment stated on the confirmation of insurance. An insurance case which occurs during the Qualifying Period is not insured, even if it continues after the end of the Qualifying Period.

2.3 If the Insured Person redeems a previous insured loan with Cashare AG, the following applies:

- a. For the risks of "full incapacity for work" and "involuntary unemployment", the Qualifying Period lapses in respect of the previously insured loan installment. Qualifying periods of 30 days for incapacity for work and of 90 days for unemployment apply to the extent of the difference between the installments insured under the previous insurance and the new insurance, provided that the installment insured under the new insurance is higher.
- b. If the insurance cases of "full incapacity for work" or "involuntary unemployment" occur within the Qualifying Period, the Insurer pays benefits equal to the lower insured installment, i.e. either according to the previous insurance or the new insurance.
- c. In respect of the insurance for full incapacity for work and/or with regard to the death risk, the exclusion of the consequences of a pre-existing incapacity for work or pre-existing conditions (in particular illnesses or accidents) of which the Insured Person was aware, or must have been aware, at the time of his enrollment in the Group Insurance Contract, applies only in relation to the difference between the insured installments for the previous and new insurances (insofar as the insured installment for the new insurance is the higher of the two).

3 End of insurance coverage

- Subject to the termination options as per Art. 13, the coverage is granted for the term of the insured Loan Agreement in each case, but for no more than 60 months. The coverage shall end with no requirement for notice when one of the following dates is reached:
- Date on which the Loan Agreement ends, or day on which the insured credit account is cleared and closed;
- Date on which the full amount still outstanding under the Loan Agreement at that time falls due prematurely, especially in case of termination due to the Insured Person's arrears or bankruptcy or similar circumstances;
- 65th birthday of the Insured Person, for the death risk
- 65th birthday or date of regular retirement or early retirement of the Insured Person, for the risks of full incapacity for work and involuntary unemployment
- Day on which the Insurer has paid 24 monthly contributions to cover full incapacity for work and/or 24 monthly contributions to cover unemployment
- Day on which the Insured Person relocates his domicile outside of Switzerland
- Day on which the Insured Person takes up a Salaried Employment Relationship with an employer outside Switzerland
- Day on which the insurance ends
- Day on which the Insured Person dies.

4 Benefits on death

4.1 In case of death – due to an illness or accident during the term of the insurance – the Insurer shall pay, as one amount, the outstanding total of planned installments that have not yet been paid in connection with the Insured Person's Loan Agreement. Installments with which the Insured Person is in arrears are not insured. In case of maturity on the day when the coverage expires, the Insurer owes no benefits.

4.2 The Insurer's benefit is limited to the maximum sum of CHF 100,000 per Insured Person.

5 Cases of exclusion from insurance in the event of death

The Insurer's benefits are excluded if the death occurs as the consequence of:

- Pre-existing conditions (in particular illnesses or accidents) of which the Insured Person was aware, or must have been aware, at the time of his enrollment in the Group Insurance Contract;
- Suicide during the first 12 months of the insurance, unless the Insured Person was completely incapable of rational behavior at the time of the deed;
- Intentional acts by the Insured Person, including the consequences of severe or chronic alcohol dependency; or the consequences of misuse of drugs or medication;
- Professional participation by the Insured Person in gambling, betting, races and sports competitions of all types;

- Flying in an aircraft other than as a paying passenger or member of the crew on a scheduled route in a licensed commercial aircraft;
- Engagement in the following activities by the Insured Person: acrobatic performances, record attempts or competitions in connection with air sports of all types, and flying with prototypes, test flights, jumps with non-recognized parachutes, hang gliding, parasailing or paragliding;
- Fights in which the Insured Person participates actively, except in cases of defense in an emergency / self-defense or emergency assistance to another person, or if performing a recognized professional obligation;
- Performance of military or similar service, except for services for the Swiss Confederation;
- Acts of a terrorist nature perpetrated by the direct or indirect use of radioactive, chemical, bacteriological or viral materials;
- War, warlike events, civil war, revolution, rebellion or civil unrest. This exclusion lapses if the insurance case is directly or indirectly related to events of this sort to which the Insured Person was exposed during a temporary stay outside of Switzerland and in which the Insured Person was not actively involved.

6 Benefits in case of full incapacity for work

6.1 "Full incapacity for work" (also referred to below as "incapacity for work" for ease of reading) means any temporary suspension of work due to the Insured Person's full (100%) incapacity to engage in his customary employment or activity (as the consequence of an illness or accident). This incapacity must be confirmed by a report from a physician established and resident in Switzerland. The Insurer may require the Insured Person to undergo an examination by an independent physician designated by the Insurer.

6.2 Insofar as the Insured Person has taken out coverage in case of full incapacity for work, the Insurer's benefit is paid on a monthly basis. It corresponds to the lowest of the following amounts: (a) the monthly minimum installment stipulated in the Loan Agreement, (b) the loan amount outstanding on the 61st day of the incapacity for work or (c) max. CHF 2,000 per month. If the incapacity for work continues for less than one full month after the 61st day, the Insurer shall pay 1/30 of the amount due described in the sentence before for each day of the continuing incapacity for work.

6.3 The insurer's benefits are paid after the expiration of a waiting period of 60 consecutive days (from establishment of full incapacity for work) for the entire duration of the incapacity for work, subject however to a maximum of 12 months per claim. The termination dates agreed in Art. 3 are reserved.

6.4 A subsequent incapacity for work shall, regardless of the cause, merely result in an entitlement to insurance benefits in accordance with the following provisions:

- 6.4.1 If the Insured Person has resumed his salaried work within 6 months prior to the commencement of the renewed incapacity for work, the further period of incapacity for work is treated as a continuation of the first period (no new waiting period; no payment of benefits during the period in which work was resumed). For the first and subsequent incapacities for work, benefits are paid for a maximum of 12 months in total.
- 6.4.2 If more than 6 months elapse between the end of the first incapacity for work and the start of the subsequent incapacity for work (resumption of employment in the Salaried Employment Relationship), the subsequent period of incapacity for work is treated as a new insurance case with a new waiting period.
- 6.4.3 For the duration of the insurance, the Insurer pays benefits on account of full incapacity for work for a maximum of 24 months per Insured Person.

7 Cases of exclusion from insurance for full incapacity for work

- 7.1 The Insurer's benefits are excluded if the incapacity for work occurs as the consequence of:
- Pre-existing conditions (in particular illnesses or accidents) of which the Insured Person was aware, or must have been aware, at the time of his enrollment in the Group Insurance Contract;
 - Suicide attempts, intentional bodily injuries, consumption of drugs or medications not prescribed by a physician;
 - Intentional acts by the Insured Person, including the consequences of severe or chronic alcohol dependency; or the consequences of misuse of drugs or medication;
 - Mental problems and illnesses of all types (including depressions), nervous breakdown, chronic fatigue syndrome, fibromyalgia, unless these conditions require inpatient hospital treatment for more than 15 consecutive days;
 - Back pain of all types, neck pain, all types of conditions or accidents affecting the spine, slipped discs, lumbago, sciatica, unless these conditions are demonstrably treated by surgery;
 - Criminal acts by the Insured Person;
 - Explosion, release of heat or radiation by ionizing substances;
 - Professional participation by the Insured Person in gambling, betting, races and sports competitions of all types;
 - Flying in an aircraft other than as a paying passenger or member of the crew on a scheduled route in a licensed commercial aircraft;
 - Participation by the Insured Person as driver, co-driver or passenger of a motor vehicle or vehicle powered by other means in driving events, including the related practice drives, where the aim is to achieve the highest speeds;

- Mountaineering by the Insured Person;
- Engagement in the following activities by the Insured Person: acrobatic performances, record attempts or competitions in connection with air sports of all types, and flying with prototypes, test flights, jumps with non-recognized parachutes, hang gliding, parasailing or paragliding;
- Fights in which the Insured Person participates actively, except in cases of defense in an emergency / self-defense or emergency assistance to another person, or if performing a recognized professional obligation;
- Performance of military or similar service;
- War, warlike events, civil war, revolution, rebellion or civil unrest. This exclusion lapses if the insurance case is directly or indirectly related to events of this sort to which the Insured Person was exposed during a temporary stay outside of Switzerland and in which the Insured Person was not actively involved.
- Acts of a terrorist nature perpetrated by the direct or indirect use of radioactive, chemical, bacteriological or viral materials.

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2. The Insurer shall not indemnify for incapacity for work or work interruption in connection with statutory maternity leave.

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3. The Insurer does not indemnify partial incapacity for work: this applies if the Insured Person is not able to engage in his customary employment or activity to the previous extent, but is still able to do so on a limited basis (hourly).

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4. Any increase in the loan amount during an insurance case shall not result in an increase in the insurance benefit in the ongoing insurance case.

8 Benefits in case of involuntary unemployment

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- 8.1 **"Involuntary unemployment"** (also referred to below as **"unemployment"** for ease of reading) means the full and continued interruption of work as the consequence of a dismissal from a Salaried Employment Relationship, due to which full daily benefits are disbursed for the Insured Person from the statutory Swiss unemployment insurance.

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- 8.2 Insofar as the Insured Person has taken out coverage in case of involuntary unemployment, the Insurer's benefit is paid on a monthly basis. It corresponds to the lowest of the following amounts: (a) the monthly installment stipulated in the Loan Agreement, (b) the loan amount outstanding on the 61st day of the unemployment or (c) max. CHF 2,000 per month. If the unemployment continues for less than one full month after the 61st day, the Insurer shall pay 1/30th of the amount due described in the sentence before for each day of continuing unemployment.

8.3 If an Insured Person who is already drawing insurance benefits due to incapacity for work also becomes unemployed, only the benefits on account of incapacity for work (Art. IV.) will continue to be paid. After the incapacity for work ends, subject to the conditions prevailing at that time, an application for insurance benefit on account of unemployment may be submitted.

8.4 The Insurer's benefits are paid after the expiration of a waiting period of 60 consecutive days of unemployment for the entire duration of the unemployment, subject however to a maximum of 12 months per claim. The termination dates as per Art. 3 are also applicable.

8.5 A subsequent unemployment shall merely result in an entitlement to insurance benefits in accordance with the following provisions:

8.5.1 If the Insured Person has resumed his salaried employment within 6 months prior to the commencement of the renewed unemployment, the further period of unemployment is treated as a continuation of the first period (no new waiting period; no payment of benefits during the period in which work was resumed). For the first and subsequent unemployments, benefits are paid for a maximum of 12 months in total.

8.5.2 If more than 6 months elapse between the end of the first unemployment and the start of the subsequent unemployment (resumption of employment in the Salaried Employment Relationship), the subsequent period of unemployment is treated as a new insurance case with a new waiting period of 60 days.

8.5.3 For the duration of the insurance, the Insurer pays benefits on account of voluntary unemployment for a maximum of 24 months per Insured Person.

8.6 **Interim income / suspended days:** If the Insured Person earns interim income during the period of unemployment, the insurance benefit for the month concerned is reduced in the same proportion as the reduction of due unemployment assistance made by the unemployment insurance fund on account of the interim income for the month concerned. According to the same principle, the insurance benefit is reduced if the unemployment insurance fund imposes suspended days on the Insured Person.

9 Cases of exclusion from insurance in case of unemployment

9.1 The Insurer's benefits are excluded in the following cases:

- Dismissal (or notice of termination communicated to the Insured Person) before the 90th day after the start of the insurance;
- Unemployment which is not compensated by unemployment insurance, and partial unemployment;
- Any termination of the employment relationship which does not require a search for new employment;
- Notice of termination of job already communicated when the Insured Person enrolled in the Group Insurance Contract, or unemployment already existing

- when the Loan Agreement was signed;
- Strike or voluntary unemployment;
- End of a fixed-term employment contract or a specific work project;
- Notice of termination communicated to the Insured Person during a probationary period, apprenticeship or training period;
- Dismissal from an employment relationship where the spouse, parents or children of the Insured Person are the employer(s), unless the dismissal is linked to the liquidation of the company and the discontinuation of activities in connection with the incapacity for work or death of the entrepreneur or general manager;
- Seasonal unemployment, partial unemployment (i.e. unemployment which does not result in termination of the employment relationship) or suspension of work which does not result in termination of the employment contract;
- Dismissal due to intentional breach of significant obligations in the employment contract;
- Dismissal for just cause as per Art. 337 OR;
- If the Insured Person terminates a Salaried Employment Relationship in order to subsequently take up a new Salaried Employment Relationship with another employer, a new Qualifying Period of 90 days begins as from the end of the old employment relationship. If the new employer terminates the new employment relationship within this Qualifying Period, there is no coverage;
- If the Insured Person works outside of the country;
- Self-employed persons are not insured;
- In order to be eligible, the Insured Person must be entitled to public or private unemployment assistance.

9.2 Any increase in the loan amount during an insurance case does not result in an increase in the insurance benefit in the ongoing insurance case.

10 Eligibility to claim

In order to assert claims to insurance benefit, the Insured Person must use the claims forms intended for this purpose, which the Insured Person can obtain from the Insurer at the address given below. The completed form must then be sent to the Insurer (see the address at the end of this Art. 10). In order to investigate a benefit obligation, the Insurer may request all proof which it deems necessary in order to check the entitlement in question (including grant of the right to inspect documents in order to verify whether the Insured Person met the acceptance conditions at the time of enrollment in the insurance). In particular, these are:

10.1 On death

- An official death certificate and a medical certificate stating the cause of death, and the start and progression of the illness or bodily injury that led to the death;
- In case of an accident, a copy of the police report (if available);
- Any other form of proof deemed necessary by the Insurer.

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- 10.2 In case of full incapacity for work**
- Copies of the last employment contract and the last salary statement;
 - Medical certificate or findings which (a) provide information about the cause and nature of the illness and/or the bodily injury, and also about the corresponding prognosis and (b) specify the probable duration of the incapacity for work;
 - In case of an accident, a copy of the police report (if available);
 - Statement of absence from the workplace due to illness or accident (employer's document).
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- 10.3 In case of unemployment**
- Copies of the last employment contract and the last salary statement;
 - Copy of the letter of termination;
 - Copy of registration and claim for unemployment benefit from a Swiss unemployment insurance fund;
 - Copies of monthly statements showing benefits disbursed by the Swiss unemployment insurance fund.

In all cases, medical reports or certificates must be issued by a physician established and resident in Switzerland. All documents must be submitted in one of Switzerland's national languages. The costs entailed in providing the aforementioned proof are borne by the Insured Person. In addition, and at its own expense, the Insurer may obtain or request further proof and may require any further medical examinations which it deems necessary in order to decide on establishing the entitlement. In this context, the Insurer has the right to contact the treating physician directly. The Insured Person hereby releases the treating physicians and all other employees of institutions, authorities and the like who are mentioned in the documents submitted in the benefit case or who were otherwise involved in the medical treatment, from their medical/professional secrecy obligations, insofar as this is necessary in order to establish the coverage obligation (including verification of the acceptance conditions). The aforementioned documents and/or those which are additionally requested must be sent to the following address immediately after a claim arises:

AXA Insurance Ltd
Credit & Lifestyle Protection,
Pionierstrasse 3
8400 Winterthur
E-Mail: clp@axa.ch
Phone 058 215 25 25, Fax 044 310 28 76

11 Change to premiums or GIC / Notifications

- 11.1** The Insurer may request a change to the premiums and/or the GIC at any time. The Insurer shall promptly notify the Policyholder of relevant changes in writing. The Policyholder shall also inform the Insured Persons of the relevant changes in writing no later than 30 days before they enter into force. All notifications are deemed to have been validly delivered if they were sent to the last correspondence address notified to the Insurer or the Policyholder.

- 11.2** If the Insured Person does not agree to the changes, he may terminate the coverage in compliance with a notice period of 30 days to the end of a month by means of a written notification to the Policyholder.

12 Premium

- 12.1** In its capacity as Policyholder and payer of premiums to the Insurer, Cashare AG passes its premium debt on to the Insured Person. The Insured Person owes his premium to Cashare AG, which collects it together with the monthly loan installments and Federal stamp duty.

- 12.2** The first premium is due on the start date of the insurance, and subsequent premiums are due in subsequent months, together with the monthly loan installments under the Loan Agreement in each case.

- 12.3** The premium is a monthly premium. The Insured Person is also obliged to pay his monthly premium to Cashare AG for the period during which he receives benefits under this Group Insurance Contract.

13 Termination / Payment in arrears

- 13.1** The Insured Person may terminate the insurance by giving written notice to do so to the Policyholder, for the attention of the Insurer, within 30 days of submitting the statement of enrollment. In this case, the coverage is canceled without financial consequences and the premium already paid by the Insured Person to the Policyholder is refunded in full.

- 13.2** After the first 30 days, the Insured Person may terminate the coverage by sending a written notification to Cashare AG for the attention of the Insurer, in compliance with a notice period of at least 30 days to the end of a month. In case of a termination of this sort, the coverage expires at the end of the relevant month.

- 13.3** The Insurer and Cashare AG reserve the right to terminate the coverage in writing, in compliance with a notice period of at least 30 days to the end of a month (delivery as per Art. 11.1, last sentence).

- 13.4** If the premium due from the Insured Person is not paid promptly by the due date as per Art. 12.2, Cashare AG is entitled to require the Insured Person in writing, at the expense of the Insured Person, to make payment within 14 days from the date when the reminder was sent, with the threat of the consequences of default. If the premium is not paid promptly despite this reminder, the Insurer's benefit obligation shall lapse after the said 14 days have elapsed.

14 Payment of benefits

The Insurer pays the insurance benefits to Cashare AG. For this purpose, the Insured Person hereby assigns his entitlement to all insurance benefits from the Insurer to Cashare AG. The insurance benefits are credited to the Insured Person's account there; the Insured Person's remaining debt under the Loan Agreement is repaid accordingly, in the same amount as the Insurer's benefits to Cashare AG. This does not apply to benefits under Arts. 4.3 and 8.3, which are disbursed directly to the Insured Person.

15 Surplus participation; Surrender and conversion value

No surplus participation in favor of the Insured Person has been agreed. The insurance has no surrender or conversion value.

16 Complaints procedure (Ombudsman)

If the Insured Person is not satisfied with the benefits paid or services provided, he may approach the Insurer at any time. If no satisfactory solution can be found, the Insured Person may contact the Insurance Ombudsman:

German-speaking Switzerland (head office)
www.versicherungsombudsman.ch

French-speaking Switzerland:
www.ombudsman-assurance.ch

Italian-speaking Switzerland:
www.ombudsman-assicurazione.ch

Ombudsman for Private Insurance and SUVA
The Ombudsman will examine the complaint and endeavor to mediate between the parties. This does not affect the possibility of resorting to legal action.

17 Data Protection

AXA processes data resulting from the insurance documents and the processing of the insurance, and it uses this data in particular for the purposes of premium determination, risk disclosure, contract administration and processing of insurance cases. For this purpose, AXA may make use of parents, subsidiaries and other group companies and/or branches in other countries in the European Economic Area and in Switzerland. In order to process the insurance, the Insured Person's data may be sent to AXA, its head office and parents, subsidiaries and other group companies in countries in the European Economic Area and Switzerland. The data is stored physically or electronically. The Insured Person is entitled to require AXA to provide the legally prescribed information concerning the processing of data relating to him.

In order to simplify administrative procedures and to provide their customers with the best possible products and services, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to basic contract information (excluding health or claims data) and customer profiles that have been generated.

AXA uses data in accordance with the applicable legal provisions. Further information can be found at [Data protection provisions | AXA](#)

18 Sanctions

AXA offers no cover and is not obligated to provide benefits if doing so would violate sanctions, prohibitions, or restrictions under United Nations resolutions or the trade or economic sanctions, laws, or regulations of Switzerland, the European Union, the United States of America, the United Kingdom, or other relevant national economic or trade sanctions.

19 Choice of law

Claims by the Insured Person under the Group Insurance Contract are governed by Swiss law.

20 Place of jurisdiction

As the place of jurisdiction, the Insured Person may choose between: Winterthur as the Insurer's location or the Swiss domicile of the Insured Person.

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