



# Information for persons insured under collective insurance

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## Terms and Conditions of Cyber Security Insurance for charge cards and credit cards of Swisscard AECS GmbH

Starting on page 4

The following customer information provides an overview of the identity of the Insurer and key content of the insurance contract (Art. 3 para. 3 of the Federal Law on Insurance Contracts ("Bundesgesetz über den Versicherungsvertrag"] [hereinafter called: "VVG"]). The specific rights and obligations of the insured or entitled persons are derived from the Terms and Conditions of Insurance, any application forms or insurance confirmations, and from the applicable statutory provisions (VVG).

#### 1. Contracting parties

Swisscard AECS GmbH, as Issuer (hereinafter: "Issuer") of charge and credit cards (hereinafter: "card/s"), has concluded a collective insurance contract with the following Insurer, giving cardholders the option to join the collective insurance contract. Joining the collective insurance scheme provides the insured persons (see No. 2) with certain entitlements to benefits (see No. 3) from the Insurer, but not from the Issuer.

The Insurer and consequently the bearer of risk for the cover specified below (excluding legal protection) is:

#### **Allianz Global Assistance**

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland), with registered domicile at Hertistrasse 2 in 8304 Wallisellen (hereinafter called: "AGA" or "the Insurer").

The Insurer may delegate tasks to service-provider third parties within the context of the rendering of its performances.

The bearer of risk and provider of the legal protection is

CAP Rechtsschutz-Versicherungsgesellschaft AG based in Neue Winterthurerstrasse 88, 8304 Wallisellen (here-inafter called: "CAP").

#### 2. Insured persons

The insured persons are derived from the definition on page 4 in the Terms and Conditions of Insurance.

#### 3. Insured risks, scope of insurance cover and assistance benefits

The insured risks and the scope of insurance cover (including exclusions from insurance cover) as well as the individual insurance benefits are derived from the Terms and Conditions of Insurance, and particularly from the Table of Insurance Benefits (page 5).

#### 4. How is the premium calculated?

The premium is explicitly itemized as part of the accession process to the collective insurance contract.

#### 5. What are the duties and obligations of the insured persons?

The duties and obligations are listed in detail in the Terms and Conditions of Insurance as well as in the VVG.

The following are material duties of the entitled persons, for example in the event of a claim:

- The Insurer must be informed immediately.
- At the Insurer's request, all information and documents necessary to ascertain the obligation to provide benefits must be delivered (obligation to cooperate).
- All reasonable steps must be taken to reduce the damage (duty to reduce damage).

#### 6. Duration of the insurance cover

The insurance cover basically applies as long as the card contract and affiliation to the collective insurance contract remain in force. Special provisions on terminating the insurance cover can be found in the contract conditions.

#### 7. Change in scope of cover/Terms and Conditions of Insurance

The Insurer and the Issuer may amend the Terms and Conditions of Insurance (ind. insured sums) in accordance with the provisions set out in the GCI (also see III 8).

#### 8. Information on the processing of personal data

The Insurer and the Issuer process data from the contract documentation or contract processing and use these data particularly for calculating the premium, for risk evaluation, for processing claims and for statistical analyses. The Issuer also processes data for marketing purposes. The data are collected, processed, stored and deleted personally or physically or electronically in accordance with legal regulations. The Insurer can exchange and/or transfer data for processing to the necessary extent with third parties in Switzerland and abroad, in particular the Issuer, coinsurers and reinsurers, service providers as well as domestic and foreign companies belonging to the Insurer e, which are involved in processing the contract. In addition, the Insurer can obtain relevant information from official agencies and other third parties, particularly with regard to claims experience. The insured person has the right to demand from the Insurer the information it is legally obliged to provide regarding the processing of data relating to the insured person.

#### I. Structure of the Conditions/Introduction/Definitions

#### I.) A. Structure of the Conditions

The Terms and Conditions of Insurance are composed of the following sections:

- I. Structure of the Conditions/Introduction/Definitions
- II. Table of Benefits
- III. General Terms and Conditions of Insurance (GCI)
- IV. Special Conditions of Insurance (SCI)
- V. Claims Table

A definitive list of insurance benefits covered supplementary to the General Terms and Conditions of Insurance and the Special Conditions of Insurance is provided in the Table of Benefits.

The General Terms and Conditions of Insurance are always applied if no other regulation is provided in the Special Conditions of Insurance. In the event of inconsistencies, the Special Conditions of Insurance apply.

Finally, the Claims Table lists the forms of evidence to be submitted when an insured event occurs. In the event of inconsistencies, it has precedence over the General and Special Conditions of Insurance.

#### I.) B. Introduction

Swisscard AECS GmbH has concluded a collective insurance contract with the Insurer, through which cardholders and other insured persons are entitled, on affiliation to the collective insurance contract, to claim certain benefits from the **Insurer**, **although not from Swisscard AECS GmbH and/or third parties charged with processing the contractual relationship.** 

The principal cardholder is obliged to inform other insured persons where applicable about the main features of the insurance cover and obligations incumbent upon them in an insured event and also that the Terms and Conditions of Insurance can be accessed at any time at Swisscard AECS GmbH, Neugasse 18, CH-8810 Horgen or on the Internet under swisscard.ch

Insured events must be reported without delay and directly to the Insurer as soon as the insured claim becomes known, as otherwise entitlement to benefits may be reduced.

#### I.) C. Definitions

For ease of readability, differentiated gender designations have been avoided. Meanings of terms used in the Terms and Conditions of Insurance:

#### Card

The charge and/or credit card issued by the Issuer.

#### Cardholder

The holder of a card.

**Claims adjuster** The insurer specified in the Claims Table.

#### **Computer and Internet offenses**

Criminal acts as defined by the Swiss Criminal Code, committed via or by means of the Internet (e.g. data theft, data corruption, data fraud in the Internet).

#### GCI

The General Terms and Conditions of Insurance applicable to all insurance benefits (Part III).

#### Identity abuse

Misuse of personal data relating to a natural person by third parties without requisite legal authorization.

#### Infringement of personality rights

Infringement of personality rights, as per Art. 28 et seq. of the Swiss Civil Code (SCC) for insured persons subjected to defamation, libel or slander, evident to third parties, committed via electronic media on internet pages, forums, blogs or in social networks (e.g. cyber mobbing or identity theft).

#### Insurer

For all insurance benefits, with the exception of legal assistance: AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland). Only for legal support: CAP Rechtschutz-Versicherungsgesellschaft AG.

#### Insured event

The incident leading to a loss covered by the insurance.

#### **Insured** persons

The cardholder and the other people living in the same household in a private capacity.

#### Insured sum

Level of the maximum financial benefits or compensation entitlement pursuant to the Table of Benefits.

#### Issuer

Swisscard AECS GmbH, the issuer of the cards and third parties mandated by the issuer to process card purchases.

#### Principal cardholder

The person who received the principal card from the Issuer and who may apply for additional cards under their own responsibility and at their own cost.

#### SCI

The Special Conditions of Insurance which are valid for specified insurance benefits (Part IV).

#### II. Table of Benefits

Insurance Benefits	Insured sums (in CHF) per event
Cyber Security	
A. Legal protection for computer and Internet offenses, infringement of personality rights and copyright infringement in the internet	20,000
B. Technical and psychological support in the event of an infringement of personality rights in the Internet Arrangement/assumption of costs for IT specialists for removal/deletion of content detrimental to a person	20,000
Arrangement/assumption of costs for psychological support	3,000
C. Online account protection Pecuniary loss due to theft of personal access data	20,000
D. Online buyer protection Pecuniary loss incurred as a result of non-delivery or wrong delivery or the delivery of defective Internet purchases	20,000
E. Data recovery (saving or restoring data) Costs for the removal of malware and data recovery Limit of two insured events per calendar year	5,000



Insurer:		
CAP Rechtsschutz-Versicherungsgesellschaft AG Neue Winterthurerstrasse 88 8304 Wallisellen Tel. +41 58 358 09 09 capoffice@cap.dt, www.cap.dt		

#### 1 When does insurance cover start and end?

- 1.1 The insurance cover begins on the day agreed between the cardholder and Issuer under the terms of affiliation to the collective insurance contract. Affiliation to the collective insurance contract is valid for one year from the date given in the insurance confirmation. At the end of this year, affiliation is tacitly extended every month, provided the cardholder or Issuer fails to give written notice of termination subject to a notice period of 30 days from the end of the month.
- 1.2 Insurance cover ends in any event upon termination of the card agreement, as set out in the General Terms and Conditions of the Issuer or at the end of the affiliation to the collective insurance contract.

## 2 In what circumstances does cover not apply, or only limited cover apply?

#### 2.1 Similar claims

If the insured person is entitled to claim from another insurance contract (voluntary or obligatory private or social insurance), the cover provided by the Insurer shall be limited to the portion of the insurance benefits that exceed those of the other insurance contract. Costs shall be reimbursed only once in total.

#### 2.2 Third-party benefits

If the Insurer has provided benefits for a claim that was insured by another insurer, these shall be treated as an advance. Repayment of the advance is through assigning the claims of the insured person vis-à-vis the other insurer liable for benefits to the Insurer. The assignment shall be performed in place of the payment, and shall have the effect of discharging the obligations of the insured person.

#### 2.3 Exclusions

Apart from the limits and exclusions listed in the SCI and without exception no insurance cover is granted for losses:

- 2.3.1 that were intentionally caused by the insured person.
- 2.3.2 that the insured person causes by or during the willful exercise of an offense or crime, or the willful attempt to exercise an offense or crime.
- 2.3.3 Insured events related to legal cases pending or resolved on inception of the insurance cover.
- 2.3.4 Insured events related to a professional activity.

### 3 What is the correct response to an insured event or to an insured incident? (Obligations)

The Insurer cannot issue a benefit declaration and consequently cannot provide benefits without the cooperation of the insured person. The insured person is obliged to do the following:

- 3.1. to endeavor as much as possible to avert and reduce the damage;
- 3.2 to inform the Insurer following the occurrence of an insured event immediately by telephone on +41 44 283 38 64 and to inform the Insurer truthfully and comprehensively, providing all details about the situation which could lead to the Insurer's obligation to pay benefits;
- 3.3 to submit to the Insurer the documents listed in the Claims Table (Part V) or to take steps to have these drawn up;
- 3.4 to permit the Insurer to make reasonable enquiries to ascertain the cause and the scope of benefits payable;
- 3.5 to heed instructions issued by the Insurer;
- 3.6 to authorize third parties (e.g. physicians, other insurers, insurance carriers and authorities) to give required information where necessary;
- 3.7 to inform the Insurer about the existence of other insurance policies providing cover for the insured event, and of any claims made on such policies and indemnities received and of any obligation to effect compensation resting on third parties.
- 3.8 If there is an infringement of personality rights, the insured person must submit a complaint to the police relating to said infringement.
- 4 What are the consequences of non-observance of obligations? If a breach of the obligations occurs after an insured event, the insured person shall lose the entitlement to the insurance benefit and the Insurer shall

be entitled to curtail or reject benefits, assuming the insured person did not breach the obligation either willfully or through gross negligence. In cases of gross or willful negligence, the insured person shall retain his entitlement to the insurance benefit provided the breach of the obligations has neither influenced the determination of the insured event nor the assessment of the benefits due.

#### 5 When does a claim for benefits expire?

The statutory limitation period is two years for claims arising out of the insurance contract. The period starts on occurrence of the insured event.

#### 6 Which court is responsible?

- 6.1 The place of jurisdiction for disputes brought by the insured person in conjunction with these insurance terms and conditions may be chosen as follows:
  - the registered domicile of the Swiss branch office of the Insurer;
  - the jurisdiction at the residence or domicile of the insured person and/or policyholder under civil law in Switzerland.
- 6.2 The place of jurisdiction for claims brought by the Insurer is the place of residence of the insured person pursuant to civil law.
- 6.3 Mandatory place of jurisdiction provisions remain reserved in all cases.

#### 7 How should the Insurer be informed? What applies when a change of address occurs?

7.1 All notifications or declarations intended for the Insurer must be made in writing (e.g. letter, fax, email).

They must be sent to the contact address of the Insurer specified on page 5.

7.2 If neither the Insurer nor the Issuer have been notified of a change of address, then it shall be sufficient on their part to send any declaration of intent by registered letter to the last address known to the Insurer. The declaration becomes effective on the date it would have been delivered under normal conditions if the address had not been changed.

#### 8 What applies in the event of amendments to the insurance terms and conditions?

Amendments to these terms and conditions and insured sums may be agreed by the Insurer and Issuer (as the policyholder). They shall be notified to the principal cardholder in writing at least three months prior to the amendment coming into force. They are considered as having been approved by the principal cardholder if he does not terminate the cover prior to the amendment coming into force (the termination date is the date when the Issuer receives notice of termination).

#### 9 Which legal system is applicable?

This contract is governed by Swiss law.

The provisions of the Swiss Insurance Contract Act [Bundesgesetz über den Versicherungsvertrag – ("VVG")] remain reserved, insofar as its non-mandatory regulations have not been amended in these GCI.

#### 10 Ombudsman for private insurance and Suva

The ombudsman for private insurance and Suva is available to insured persons as a neutral arbitrator. The ombudsman is only competent to advise and mediate and can therefore make no decision in litigation. This is reserved for the law courts.

#### Contact address in German-speaking Switzerland (head office):

P.O. Box 2646, CH-8022 Zurich Tel.: +41 44 211 30 90, fax: +41 44 212 52 20 Email: help@versicherunqsombudsman.ch

#### Branch in French-speaking Switzerland:

Chemin Des Trois-Rois 2, Case postale 5843 CH-1002 Lausanne Tel.: +41 21 317 52 71, fax: +41 21 317 52 70 Email: help@ombudsman-assurance.ch

#### Branch in Italian-speaking Switzerland:

Via G. Pocobelli 8, P.O. Box CH-6903 Lugano Tel.: +41 91 967 17 83, fax: +41 91 966 72 52 Email: help@ombudsman-assicurazione.ch

#### 11 How does the Insurer handle personal data?

The Insurer and the Issuer are entitled to procure and process essential data from involved third parties for contract and claims processing. The Insurer is also authorized to procure all pertinent information necessary from such third parties and to inspect official files as required to administer the contract and to process claims.

The Insurer and Issuer undertake to treat such information confidentially. Data will be stored physically and/or electronically.

If required, data shall be passed on to third parties, namely to coinsurers, reinsurers and to other involved insurers, to service providers, the Issuer as well as insurers in Switzerland and abroad. In addition, information may be passed on to other liable third parties and their liability insurers to assist in the enforcement of claims for recourse.

The Insurer is authorized to inform third parties, specifically the responsible authorities, official agencies and the Issuer, to whom insurance was confirmed of the suspension, alteration or cessation of the insurance, and of the refusal to pay a claim.

#### A Legal protection for computer and Internet offenses, infringement of personality rights and copyright infringement in the Internet

#### 1 Which risks are insured?

CAP provides insurance cover for the following areas:

- 1.1 Compensation claims if the insured person is subjected to a computer or Internet-related offense. The insurance cover also applies to enforcing these claims as part of criminal proceedings.
- 1.2 Claiming compensation if the insured person experiences copyright infringement in the Internet in connection with personal Internet pages or social networks.
- 1.3 Exercising the law as regards right of reply and/or removal of content (image, sound or text) in the Internet if the insured person's privacy has been directly affected by a computer or Internet-related offense.

#### 2 Which benefits are provided exclusively in an insured event?

The benefits outlined below will be provided exclusively in an insured event to the amount outlined in the Table of Benefits:

- 2.1 In addition to the representation of interests through its own legal service, CAP shall assume the following costs: legal fees, legal costs (court costs and party compensation for the counterparty), expertise costs, mediation costs, travel costs to court proceedings and court-ordered inspections if the insured person's presence is absolutely necessary.
- 2.2 If a conflict of interests (representation of more than one insured party with opposing interests) arises or legal or administrative proceedings require the involvement of an external lawyer, the insured person may choose an adequately qualified lawyer at his own discretion. If CAP rejects the lawyer, the insured person may offer CAP a selection of three other lawyers from different practices to choose from.

#### 3 In which circumstances does cover not apply? (Exclusions)

In addition to the exclusions pursuant to no. 2.3 GCI, there is no insurance cover for the following insured events or risks:

3.1 Disputes between the insured person and his own legal protection insurer.

3.2 Disputes arising from acts of war, riots, infringements of neutrality, strikes, unrest of any kind, earthquakes, nuclear fission and fusion, ionizing and non-ionizing radiation, genetically modified organisms and nanotechnology.

#### 4 Temporal scope of application

Insurance cover applies if the insured event occurs during the insurance period and the claim is reported to CAP within 6 months of the expiry of insurance cover.

#### 5 Processing the claim

The insured person must contact the Insurer's switchboard without delay to avail of the Insurer's services.

Contact number +41 44 283 38 64

The insured person must help clarify the circumstances. The insured person shall leave the case management entirely up to CAP. The insured person shall refrain from issuing mandates to lawyers, experts etc., initiating proceedings, resorting to any legal measures or concluding any settlements without prior authorization from CAP. The insured person shall not agree on a fee with the lawyer instructed to represent him.

#### B Technical and psychological support in the event of an infringement of personality rights in the Internet

#### 1 Which risks are insured?

Infringement of the insured person's personality rights by third parties in the Internet, e.g. through social online media is insured.

#### 2 Which benefits are provided exclusively in an insured event?

In an insured event and in addition to the legal protection outlined under A, above, the following technical and psychological support is available up to the amount of the insured sums specified in the Table of Benefits. This is subject to the loss event being processed in accordance with B 5.

- 2.1 Provision of IT specialists and assumption of costs for the removal/deletion or suppression (as far as possible) of online content detrimental to the insured person's character.
- 2.2 If required, psychologists will be sourced and the cost covered of treating the insured person's stress and trauma resulting from the infringement of his personality rights. If the insured person feels obliged to move as a result of the insured event, the associated moving costs shall also be covered.

#### 3 In which circumstances does cover not apply? (Exclusions)

In addition to the exclusions outlined in 2.3 GCl,, there shall be no insurance cover for the following insured events or losses:

- 3.1 Risks not specified under IV. B 1.
- 3.2 If the Insurer has not given prior approval to the claims.
- 3.3 If the insured person fails to submit a criminal complaint relating to violation of personality rights.
- 3.4 Insured events related to non-digital media (print media, radio, television).
- 3.5 Insured events related to journalists or journalistic activities and/or publications.
- 3.6 Infringement of personality rights due to a former cohabiting partner or life partner.
- 3.7 Pecuniary and consequential losses.

#### 4 Temporal scope of application

The Insurer shall provide the services outlined under IV. B 2, provided the insured event occurs while the insurance cover is in force.

#### 5 Processing of a claim

5.1 In the event of an insured event taking place, the insured person must inform the Insurer's switchboard without delay to avail of the Insurer's services and leave the organization of such services to the Insurer or obtain the Insurer's approval for any insured services and the assumption of the associated costs.

Contact number +41 44 283 38 64

- 5.2 The Insurer must also be provided with the following documents in writing in the event of a claim:
  - Claims form
  - Documents/receipts/details of the insured event
  - Criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim.

#### C Online account protection

#### 1 Which risks are insured?

- 1.1 The insured person's financial loss is insured against
  - unlawful access to a private Swiss postal/bank account held by the insured person,
  - misapplication of a card held by the insured person,
  - misapplication of a mobile device (e.g. smartphone or tablet) owned by the insured person, resulting from the online theft by third parties of the insured person's own access data.
- 1.2 Misapplication is when the third party is neither entitled nor commissioned or authorized to perform the action by the insured person.
- 1.3 Financial losses incurred by the insured person in an insured event due to legal or contractual provisions are covered.
- 2 Which benefits are provided exclusively in an insured event? Compensation to the amount outlined in the Table of Benefits is provided in an insured event.

#### 3 Under which circumstances does cover not apply? (Exclusions)

In addition to the exclusions in 2.3 GCI,, insurance cover shall not be provided for the following losses:

- 3.1 Losses resulting from misapplication of cards and/or card numbers, mobile devices or PIN, TAN, other identification or legitimation data, a digital signature or genuine bearer securities or identity papers, which were stolen prior to the inception of the insurance cover or came into the possession of a third party had gained knowledge.
- 3.2 Losses incurred by the insured person purely because he:
  - failed to fulfill the disclosure requirements of the account-holding financial institution, card contracting partner, network provider or provider of other payment systems (immediate notification on discovering the theft/ misuse);
  - allowed the time period for reviewing and identifying an unauthorized payment to lapse without taking any action during that time.
- 3.3 Losses arising indirectly from misuse, e.g. lost profit or loss of interest.
- 3.4 Losses for which a liable company (account-holding financial institution, card contracting partner or network provider) has not abrogated liability in writing.

#### 4 Processing of a claim

- 4.1 The insured person must promptly submit a signed claims statement with all the required information in writing to avail of the Insurer's services in the event of an insured event taking place.
- 4.2 The theft of personal access data or suspicion of misuse must be reported without delay to the card contracting partner, network provider or provider of other payment systems. Access will be blocked immediately.
- 4.3 The theft of personal access data and suspicion of misuse/misapplication must be reported immediately to the nearest police station.
- 4.4 The Insurer must be provided with the following documents in writing in the event of a claim:
  - Claims form
  - Documents/receipts/details of the insured event
  - Criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim
  - Written explanation of the financial loss from the relevant account-holding financial institution, card contracting partner, network provider or provider of other payment systems.

#### D Online buyer protection

#### 1 Which risks are insured?

- 1.1 The insurance covers moveable items for private use purchased by the insured person via the Internet (online) and which:
  - are damaged or destroyed during transport by an unforeseen and sudden external influence between the time of the online purchase and completed delivery;
  - go missing during transport by a carrier (dispatch);
  - are not delivered or only partially delivered by the seller;
  - do not correspond to the purchased item due to false declaration by the seller relating to one of the following assessment criteria:
  - condition, e.g. "new and unused" instead of "used" or "functional" instead of "no longer functional";
  - material, e.g. "real leather" instead of "artificial leather" or "solid wood" instead of "veneered wood";
  - product generation, e.g. "latest generation" instead of "first generation" or "Playstation 4" instead of "Playstation 3";
  - the completeness of a product, e.g. "complete chess set" instead of "chess set with one piece missing"
  - brand compliance, e.g. a purchased item that is not from the named producer (this also applies if the item is confiscated at customs). However, the purchase with intent or conditional intent of forgeries is not covered;
  - if the items are damaged or destroyed by an unforeseen and sudden outside influence or go missing while being returned to the seller due to the buyer exercising his right of return.

#### 2 Which benefits are provided exclusively in an insured event?

- Compensation exclusively to the amount outlined in the Table of Benefits is provided in an insured event.
- 2.1 Calculation of loss and compensation
- 2.1.1 Damage to insured items is calculated on the basis of their replacement value, minus the residual value.
- 2.1.2 The market price of an item of the same type and quality at time of payment is used to determine the replacement value and compared to the purchase price paid, whereby the lower value is definitive.
- 2.1.3 If damaged items are repairable, the loss is calculated on the basis of the repair costs or the costs for replacement parts plus any residual loss in value up to the extent of the replacement value.
- 2.1.4 In the case of goods belonging to a pair or set, the loss is calculated on the basis of the entire entity's replacement value minus the residual value, provided the items unaffected by the loss are useless on their own or the other half of the pair or remainder of the set cannot be purchased individually or partially.
- 2.1.5 The Insurer may choose to provide replacement in kind or reimburse the price.
- 2.1.6 When compensating an item without deducting the residual amount as per IV. D 2.1.1, proprietary rights pertaining to the item in question transfer to the Insurer when compensation is provided, unless there is an agreement to the contrary.

#### 3 Under which circumstances does cover not apply? (Exclusions)

In addition to the exclusions under 2.3 GCI,, there shall be no insurance cover for the following insured events and/or losses and items:

- 3.1 Losses resulting from normal wear and tear.
- 3.2 Losses resulting from manufacturing faults and material defects, intrinsic decay and loss due to the natural properties of the goods.
- 3.3 Insured events relating to a description open to interpretation or deviating from the status description of the purchased item relating to the extent of wear and tear and traces of usage or in relation to the packaging.
- 3.4 Cash, coins, medals, cheques, Travelers Cheques, qualification certificates and/or admission tickets and all other securities.
- 3.5 Foodstuffs, animals, plants and motor vehicles.
- 3.6 Jewelry, watches, precious metals, precious stones and pearls.

#### 4 Processing of a claim

- 4.1 To avail of the Insurer's services, the insured person must report an insured event to the Insurer within 72 hours from the occurrence of the event or from learning of the event and submit to the Insurer a signed claims statement with all the required information in writing. Contact number +41 44 283 38 64
- 4.2 Damaged or wrongly delivered items must be kept available for the company and sent for assessing at the company's request at the entitled person's own expense until the claim is settled definitively.
- 4.3 The incident must be reported to the nearest police station at the company's request.
- 4.4 The Insurer must also be provided with the following documents in writing in the event of a claim:
  - Claims form
  - Documents/receipts/details of the insured event
  - If applicable, criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim
  - Original purchase receipt with details of the purchase price and date incl. time and confirmation of the order or mandate
  - Proof that the item was sent (e.g. online confirmation of dispatch, confirmation of postal dispatch or similar)
  - Other crucial information for determining the extent of the loss.

#### E Data recovery (saving or restoring data)

#### 1 Which risks are insured?

Mobiles, tablets, laptops and PCs owned by the insured person for private use are insured, in the event of

- contamination by harmful viruses or malware,
- data loss due to technical defect or damage.

Insurance cover is restricted to two insured events per calendar year.

#### 2 Which benefits are provided exclusively in an insured event?

The benefits outlined below will be provided exclusively in an insured event to the amount outlined in the Table of Benefits. This is subject to the loss event being processed in accordance with E 4.

- 2.1 Reimbursement of costs for an initial damage assessment to perform the data recovery
- 2.2 Reimbursement of costs for removing malware and, if necessary, replacing the operating system (provided there is a license for the operating system)
- 2.3 Reimbursement of costs for data recovery

#### 3 Under which circumstances does cover not apply? (Exclusions)

In addition to the exclusions outlined in 2.3 GCI, there shall be no insurance cover for the following insured events or losses:

- 3.2 Losses for which the producer is liable.
- 3.3 Serial defects leading to a recall by the producer.
- 3.4 In the event of data recovery: costs for regenerating or replacing the data, costs arising from data with unlawful content and/or data which there is no authorization to use, costs for replacing data and applications for the operating system, costs for acquiring new licenses.

#### 4 Processing of a claim

4.1 In the event of an insured event taking place, the insured person must inform the Insurer's switchboard without delay to avail of the Insurer's services and leave the organization of such services to the Insurer or obtain the Insurer's approval for any insured services and the assumption of the associated costs.

Contact number +41 44 283 38 64

- 4.2 The Insurer must also be provided with the following documents in writing in the event of a claim:
  - Claims form
  - Documents/receipts/details of the insured event.

#### Please note the obligations which apply upon the occurrence of an insured event, as set out in Para. 3 GCI (Part III).

In order to be able to process the insured event, the Insurer requires evidence about the occurrence of the loss event, its cost etc. The documents are listed in the following table, which must be submitted to the Insurer to receive benefits as quickly as possible. Of course, only the documentary evidence relevant to the insurance benefit(s) being claimed by the insured person needs to be submitted. In case of doubt, please contact the claims adjuster, who will tell you which documents are required.

Claim	Documents required for the claim	
General	The card number	
	Notice of claim that has been completed comprehensively and truthfully	
Legal protection for computer	Documents/receipts/details of the insured event	
and Internet offenses, infringement of personality rights	Criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim	
and copyright infringements in the Internet		
Claims adjuster:		
CAP		
Technical and psychological support in the event of an	Documents/receipts/details of the insured event	
infringement of personality rights in the Internet	Criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim	
Claims adjuster:		
Allianz Global Assistance		
Online account protection	Documents/receipts/details of the insured event	
	Criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim	
Claims adjuster:	A written undertaking by the relevant account-holding financial institution, card contracting partner, network	
Allianz Global Assistance	provider or provider of other payment systems to compensate the financial loss	
Online buyer protection	Documents/receipts/details of the insured event	
	<ul> <li>If applicable criminal complaint or confirmation by the police that criminal charges have been filed in relation to the claim</li> </ul>	
Claims adjuster:	Original purchase receipt with details of the purchase price and date incl. time and confirmation of order or mandate	
Allianz Global Assistance	Proof that the item was sent	
Data recovery (saving or restoring data)	Documents/receipts/details of the insured event	
Claims adjuster:		
Allianz Global Assistance		