

Information for persons insured under collective insurance

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Terms and Conditions of Insurance

from page 3

Cashback American Express[®]

Cashback World Mastercard[®]

Cashback Visa

(valid as of November 1, 2018)

The following information for persons insured under collective insurance provides an overview of the identity of the *insurers* and the essential content of the insurance contract (Art. 3 Para. 3 of the Swiss Insurance Contract Act ["Bundesgesetz über den Versicherungsvertrag"] [hereinafter called: "VVG"]). The specific rights and obligations of the *insured 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 called: "*card/s*"), has concluded a collective insurance policy with the below-specified *insurer* that grants the *insured persons* (see Fig. 2) entitlement to certain benefits for the *cards* specified in the Terms and Conditions of Insurance (see Fig. 3) relative to the *insurer*, but not relative to the *issuer*. The Terms and Conditions of Insurance also detail the conditions for the assistance benefits.

The *insurer* and consequently the bearer of risk for the below-specified cover 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.

2 Insured persons

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

3 Insured risks, scope of insurance cover as well as 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?

Premiums are owed to the *insurer* essentially by the *card issuer* as the policyholder. In respect of the insurance policies included in the *cards*, the *card issuer* shall bear the insurance premium, unless otherwise agreed. If optional insurance benefits are offered for the *principal cardholder* that incur costs, then the premiums shall be expressly reported to the *principal cardholder* in advance within the context of admission to these insurance policies.

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 *insured persons*, for example:

- If a damage event occurs, this must be reported to the *insurer* without undue delay.
- The *insured persons* must cooperate in the investigations of the *insurer*, e.g. in the event of a claim, and must submit all necessary documentation (obligation to cooperate).
- In case of a claim, reasonable steps to reduce and resolve the damage must be taken (duty to reduce damage).
- The *principal cardholder* is obliged to inform the other *insured persons* where applicable (in particular the *additional cardholders*) about the main features of insurance cover and obligations incumbent on them when making claims for benefits, and also that the General Terms and Conditions of Insurance can be obtained at any time from Swisscard AECS GmbH, Neugasse 18, CH-8810 Horgen, or called up on the Internet under swisscard.ch

6 Duration of the insurance cover

The insurance cover shall normally be in force as long as the card relationship is effective. Special provisions on the term of insurance cover (depending on covered risk) can be found in the Terms and Conditions of Insurance.

7 Amending the scope of cover / the Terms and Conditions of Insurance

The *insurer* and the *issuer* may amend the Terms and Conditions of Insurance (incl. insurance sums) in accordance with the provisions set out in the *GCI* (also see Fig. III, 8 *GCI*).

8 Information on the processing of person-related data

The *insurer* processes data that result from the contract documentation or contract processing and uses these data particularly for calculating the premium, for risk evaluation, for processing claims, for statistical analyses, and for marketing purposes. The data are collected, stored, and deleted personally or physically or electronically in accordance with legal regulations. The *insurer* can share data for processing to the necessary extent with third parties in Switzerland and *abroad*, in particular the *issuer*, with co-issuers and reinsurers, service providers as well as domestic and foreign companies belonging to the *insurer*. In addition, the *insurer* can obtain relevant information from official agencies and other third parties, particularly with regard to the claim event. The *insured person* has the right to demand from the *insurer* information provided for by law regarding the processing of data relating to the *insured person*.

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 Insurance 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 Insurance Benefits. In the event of inconsistencies, the Table of Insurance Benefits shall have precedence.

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 shall be applicable.

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 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 the other *insured persons* where applicable (in particular the *additional cardholders*) about the main features of insurance cover and obligations incumbent on them when making claims for benefits and also that the General Terms and Conditions of Insurance can be obtained at any time from Swisscard AECS GmbH, Neugasse 18, CH-8810 Horgen, or called up 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 lost.

For ease of readability, differentiated gender designations have been avoided.

Meanings of terms used in the Terms and Conditions of Insurance:

Abroad

All countries outside the national territory in which the *insured person* is normally domiciled.

Accident

An *accident* is any sudden, involuntary, external event which results in physical injury to the *insured person*.

An *accident* is also deemed to have occurred if heightened physical exertion to limbs or the spine causes a joint to be wrenched or strains or tears muscles, sinews, ligaments or capsules.

Additional cardholder

The person to whom the *issuer* issued an additional card at the request of the *principal cardholder*.

Advances

Advance for claims that are not covered by the insurance policy, and that the *insured person* must repay to the *insurer* within one month of the *advance* or return to the *state of residence*.

Alternative means of transport

Alternative means of transport with public transport, in order to travel from the originally booked starting point to the originally booked place of destination.

Breakdown

A *breakdown* means any sudden and unforeseen failure of the insured vehicle caused by an electrical or mechanical defect that makes it impossible to continue the journey, or that means the continued journey is no longer permitted by law. The following are equivalent to a *breakdown*: tire defect, fuel shortage, vehicle key locked inside the vehicle, or flat battery. Theft, loss or damage of the vehicle key or filling the tank with the wrong fuel do not count as *breakdowns*.

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.

Close relatives

Spouse, registered partner or life partner, children, parents, siblings, parents-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, grandparents, grandchildren and children of registered partner or of life partner.

GCI

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

Insured event

The incident leading to a loss covered by the insurance.

Insured person

The *principal cardholder* or *additional cardholder* of a *card*, his spouse, registered partner or life partner who cohabits with him, his children and the children of his spouse, of his registered partner or life partner who are entitled to support, up to the age of 25, irrespective of their *place of residence*.

Insured sum

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

Insured trip

A trip is a stay lasting more than one day at a place that is at least 30 km away from the normal *place of residence*, excluding journeys to work. Insurance cover is limited for trips *abroad* in respect of certain insurance benefits.

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 assistance:

CAP Rechtsschutz-Versicherungsgesellschaft AG.

Issuer

Swisscard AECS GmbH, the principle *issuer* of the *cards*, and third parties mandated to process card services.

Minimum claim

Claim sum from which insurance protection exists.

Personal baggage/personal luggage

Personal baggage/personal luggage means the items brought or bought during the journey by the *insured person* for his personal use, that are normally carried on the person of the *insured person*.

Place of residence or customary place of residence

Place where the *insured person* mostly stays or stayed in a calendar year.

Principal cardholder

The person who submitted the application for the principal card with the *issuer* and who, at his own responsibility and cost, may apply for additional cards.

Public transport

The following officially licensed and scheduled *public transport* for which payment is required, on land, water or in the air: railway, tram, underground train, elevated railway, omnibus, ship or aircraft licensed for civil aviation, as well as taxis and rental cars, i.e. motor vehicles rented for money.

The following are not considered *public transport* within the terms of these conditions:

- Rail vehicles in pleasure parks or similar facilities;
- Ski lifts;
- Buses and aircraft operating sightseeing trips/flights (arriving and departing from the same place);
- Aircraft whose owner or lessee is the *cardholder*;
- Rented (chartered) aircraft (not aircraft providing scheduled flights);
- Spacecraft, aircraft operated by armed forces or aircraft for the operation of which special authorization is required;
- Other means of transport principally used as dwellings, e.g. cruise ships, motorized homes, caravans, house boats, etc.

SCI

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

State of residence

The country in which the *insured person* has his *customary place of residence*.

Travel allowance

Compensation sum for travel expenses in conjunction with the insured purpose or for insured benefits.

II. Table of Insurance Benefits

	Table of Insurance Benefits Depending on the <i>insured event and insured person</i>	<i>Insured sums in CHF</i>	Geographic scope
II.) A	Return Protection Insurance*		
	<i>for undamaged, fully functioning goods valued CHF 60 or more if they are not accepted to be taken back by the seller within 90 days of sale per purchase</i>	1,000	worldwide

* These benefits are conditional upon use of the card.

Insurer:



AWP P&C S.A., Saint-Ouen (Paris)
 Wallisellen Branch (Switzerland)
 Hertistrasse 2, 8304 Wallisellen
 Phone: +41 44 283 38 39
info@allianz-assistance.ch, allianz-assistance.ch

III. General Terms and Conditions of Insurance and Customer Information (GCI)

1 When does insurance cover commence and when does it terminate?

- 1.1 Insurance cover commences when the *cardholder* received the *card* and is granted to *insured persons* if the card relationship between the *cardholder* and the *issuer* exists in accordance with the General Terms and Conditions of the *issuer*. When claims are made, the *insurer* shall enquire of the *issuer* if such an arrangement exists.
- 1.2 Insurance cover for certain benefits may be subject to time limits. Please note the details set out in the *SCI*. In cases where insurance cover is subject to time limits, the day of arrival and the day of departure are each regarded as a single day.
- 1.3 The insurance cover shall end in every case at the end of the card relationship in accordance with the General Terms and Conditions of the *issuer*.

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

2.1 Similar claims

With the exception of death and disability benefit under Transport Accident Insurance or other accident sum insurance, the following applies: 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. In overall terms, costs shall be reimbursed only once.

2.2 Third-party benefits

If the *insurer* has provided benefits for a claim that was insured by another insurer, then these shall be treated as an *advance*. The *advance* shall be repaid by assigning the claims of the *insured person* against the other liable insurer 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* without exception no insurance cover is granted for losses:

- 2.3.1 that are 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 arising through acts of war or civil war, whether war is openly declared or not;
Entitlement to benefits from Transport Accident Insurance exists, however, if the *insured person* is taken unaware by such acts of war or civil war while on a trip *abroad*.

Entitlement to benefits is cancelled at the end of the 14th day after war or civil war commences in the national territory of the state in which the *insured person* is staying. This extension is not valid for trips to or through states in whose territory war or civil war already prevailed. It also does not apply to active participation in war or civil war.

- 2.3.4 by nuclear energy;
- 2.3.5 that are directly or indirectly caused or caused in part by incidents with atomic, biological or chemical substances;
- 2.3.6 as a consequence of terrorist attacks, unrest of all kinds, natural catastrophes.
- 2.3.7 Also excluded are costs that would have been incurred if the *insured event* had not occurred.

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

The *insurer* cannot issue a benefit declaration and consequently cannot provide benefits without the cooperation of the *insured person*.

The following obligations are imposed upon the *insured person* (in the event of the death of the *insured person*, the persons who are entitled to the lump sum payable at death are treated as equivalent to the *insured person*):

- 3.1 General:
 - 3.1.1 to endeavor to the best of his ability to avert and reduce the damage;
 - 3.1.2 to inform the *insurer* without delay, comprehensively and truthfully, providing all details about any circumstance that may lead to benefits being owed by the *insurer*;
 - 3.1.3 to submit to the *insurer* the documents listed in the Claims Table (part V) or to take steps to have these drawn up;
 - 3.1.4 to permit the *insurer* to make reasonable enquiries to ascertain the cause and the scope of benefits payable;
 - 3.1.5 to heed instructions issued by the *insurer*;
 - 3.1.6 to authorize third parties (e.g. physicians, other insurers, insurance carriers and authorities) to give information required if necessary;
 - 3.1.7 to inform the *insurer* about the existence of other insurance policies providing cover for an *insured event* and of any claims made on such policies and indemnities received and of any obligation to effect compensation resting on third parties;
- 3.2 Depending on the insured benefit in question:
 - 3.2.1 to consult a physician immediately after any *accident* that in all probability will lead to benefits being payable;
 - 3.2.2 to follow the physician's instructions;
 - 3.2.3 to submit to examinations by physicians acting on behalf of the *insurer*;

- 3.2.4 to report cases of accidental death within 48 hours even if the *accident* has already been reported;
- 3.2.5 to furnish the *insurer* with the right to have an autopsy performed by a physician appointed by the *insurer*, where appropriate and necessary for the settlement of a claim, after an *accident* for which death benefit is claimed;
- 3.2.6 to report losses caused by crimes, fire or explosions without delay to the police at the competent police station and receive an authenticated copy of the report;
- 3.2.7 to report losses of luggage to the local police nearest to the place where the loss of luggage occurred within 24 hours after the loss is determined and to inform the travel company or hotel that was holding the luggage immediately and to have this notification confirmed in writing;
- 3.2.8 to take all measures necessary and reasonable to recover lost or stolen objects and to identify, apprehend and prosecute in the courts the guilty party(ies).

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, unless he 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 of two years applies to claims arising out of the insurance contract. The period starts when the *insured event* occurs.

6 Which court is responsible?

- 6.1 The place of jurisdiction for disputes brought by the *insured person* or the legitimate claimant in conjunction with these insurance terms and conditions may be chosen as follows:
 - the registered domicile of the Swiss branch office of the *insurer*;
 - with jurisdiction at the residence or domicile of the *insured person* and/or legitimate claimant 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 *in-*

surer 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 of the insurance terms and conditions?

Amendments of these terms and conditions and of the insurance sums may be agreed by the *insurer* and by the *issuer* (as the policyholder). These shall be reported to the *principal cardholder* in good time and in a suitable manner. They shall be deemed to have been approved by him, insofar as the *card* is not terminated before the amendment comes into force. No obligation to inform the *principal cardholder* shall exist in respect of amendments of the terms and conditions that do not have a detrimental effect on the insured parties.

9 Which legal system is applicable?

This contract is governed by Swiss law. The provisions of the Swiss Insurance Contract Act ["VVG"] remain reserved, insofar as its 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@versicherungsombudsman.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* shall be entitled to process essential data from third parties involved in cases (e.g. the *issuer*) as are necessary to administer the contract and process claims. The *insurer* shall also be 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* shall undertake to treat all such information confidentially. Data will be stored physically and/or electronically.

If required, data shall be passed on to third parties, namely to co-insurers or reinsurers and to other involved insurers, to service providers, the *issuer*

as well as the *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.

IV. Special Conditions of Insurance (SCI)

IV.) A Return Protection Insurance

1 What is insured and when does cover apply?

1.1 Insured goods

Insured cover is provided for undamaged and properly functioning moveable goods for personal use with a purchase value of CHF 60 or more, which are bought by an *insured person* who paid at least 50% of the purchase price using his *card*.

1.2 Insurance period

Insurance cover commences with the transfer of the goods at the point of purchase and lasts for 90 days, including transport to the definitive place of destination. Payment of this benefit is subject to the *insurer* having been notified of the *insured event* at the latest on the next working day following the 90th day.

1.3 Scope of the insurance cover

The *insured event* is triggered when the *insured person* attempts, for whatever reason, to return goods within 90 days of taking possession of them, and the seller refuses to take the goods back.

1.4 Insured benefits

The *insurer* shall reimburse the *insured person* for the price of the insured goods as stated on the monthly credit card statement of the *issuer* (incl. handling fee for foreign currency transactions) or on the receipt, up to the amount shown in the Table of Insurance Benefits.

2 What is not insured? (exclusions)

Goods that are not insured

In addition to the exclusions pursuant to Fig. 2.3 GCI, insurance cover shall not be provided for:

- 2.1 cash, cheques, travelers cheques, any other type of security (e.g. bills of exchange, postage stamps), admission tickets and other qualification certificates;
- 2.2 animals and plants;
- 2.3 foodstuff and luxury foods, cosmetic articles and medication;
- 2.4 jewelry, precious metals, gemstones and furs;
- 2.5 objects of predominantly artistic or sentimental value as well as antiques;
- 2.6 mobile phones;
- 2.7 motor vehicles and their components;
- 2.8 any type of recording (e.g. audio, photo, video, digital recordings), computer software and books unless where returned unopened in their original packaging;
- 2.9 medical aids (e.g. spectacles, implements, prostheses, facilities, equipment, medication);
- 2.10 objects intended for permanent use in the home, office, car, etc. (e.g. devices for opening garage doors, vehicle alarm systems);
- 2.11 reduced and sale items;
- 2.12 second-hand, repaired, reconditioned or transformed articles;
- 2.13 real estate (property and land);
- 2.14 all types of services related to the insured items (e.g. installation costs, warranties, authorizations, transportation costs or affiliations).

V. Claims Table

Please note the obligations which apply upon occurrence of an *insured event* pursuant to Fig. 3 of the GCI (Section III).

In order to be able to process the *insured event*, the *insurer* requires documentary evidence detailing the occurrence of the damage, the magnitude thereof, etc. The following table lists the documents that must be presented to the *insurer* in order to receive a benefit without delay. Of course, only the documentary evidence relevant to the benefit(s) being claimed by the *insured person* need to be submitted. In case of doubt, please contact the *claims adjuster*, who will tell you what documents are required.

Benefits	Documents required for the insurance benefit
<p>Generally</p>	<ul style="list-style-type: none"> • The card number • Notice of claim that has been completed comprehensively and truthfully • Original receipts (photocopies are sufficient if the originals are being processed by other parties at the same time) showing the purchase price and the date of purchase, as well as the relevant card statement • Proof of payment for the <i>public transport</i> ticket/agreement/contract or service using the <i>card</i>, where payment by <i>card</i> is a condition of insurance cover • Name of the physician providing the treatment and the document releasing this individual from the duty of professional confidentiality • Police report insofar as the police were involved • Your bank details • Evidence of expenses met by third parties (e.g. an airline, other insurers) • Copy of the monthly card statement, including details of applicable exchange rates if goods were purchased in a foreign currency
<p>Return Protection Insurance</p> <p>Claims adjuster: Allianz Global Assistance</p>	<ul style="list-style-type: none"> • Written confirmation from the store where the goods were purchased clearly stating the reason for the goods not being accepted • If the claim is accepted, the <i>insurer</i> may request the <i>insured person</i> to send in the insured goods (where necessary, in original packaging) by registered delivery within 30 days. The receipt for the registered delivery should be retained as proof of dispatch, should the <i>insurer</i> fail to receive the goods.