

Information for persons insured under collective insurance

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Terms and Conditions of Insurance of All Mobile Insurance for charge cards and credit cards of Swisscard AECS GmbH

Starting on page 3

Information for persons insured under collective insurance

The following customer information provides an overview of the identity of the Insurer and the essential 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 called: "card/s"), has concluded a group insurance contract with the following Insurer, giving cardholders the option to join the group insurance contract. Joining the group insurance scheme provides the entitled 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 is:

Allianz Global Assistance

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

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

2. Entitled persons

The entitled persons are derived from the definition on page 3 of 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 (starting on page 4).

4. How is the premium calculated?

The premium will be explicitly communicated as part of the process of registering with the Collective Insurance Agreement.

5. What are the duties and obligations of the entitled 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 group insurance contract remain in force. Special provisions on terminating the insurance cover can be found in the General Terms and Conditions of Insurance (GCI) (page 5).

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 numbers) in accordance with the provisions set out in the GCI (also see Fig. III. 8).

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, processed, 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 and 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 entitled person has the right to demand from the Insurer information stipulated by law regarding the processing of data relating to the entitled person.

Terms and Conditions of Insurance of All Mobile Insurance for Charge and Credit Cards issued by Swisscard AECS GmbH

I. Structure of the Conditions/Introduction/Definitions

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. Overview of the insurance benefits
- III. General Terms and Conditions of Insurance (GCI)
- IV. Special Terms and 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 Terms and Conditions of Insurance is provided in the Table of Insurance Benefits.

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

B. Introduction

Swisscard AECS GmbH has concluded a group insurance contract with the Insurer, through which cardholders and other entitled persons are entitled, on affiliation to the group 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 entitled persons where applicable about the main features of the insurance cover and obligations incumbent upon them in an insured event and also that the General 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 www.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.

C. Definitions

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

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

Additional cardholder

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

Card

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

Cardholder

The holder of a card.

Economic total loss

Applies when the repair costs exceed the market value.

Entitled person

The cardholder and the other people living in the same household.

GCI

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

Insurer

For all insurance benefits:

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen Branch (Switzerland).

Insured amount

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

Insured devices

Mobiles, tablets, laptops and portable media players.

Insured event

The incident leading to a loss covered by the insurance.

Issuer

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

Laptop

Portable, folding personal computer.

Mobile

Mobile phone /smartphone.

Portable media player

Portable digital media player, e.g. iPod, MP3 player.

Principal cardholder

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

SCI

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

Tablet

Portable, flat computer with a particularly light design and touchscreen without a folding mechanical keyboard.

II. Table of Insurance Benefits

The All Mobile Insurance is available in three categories: Classic, Premium and Exclusive. The category you choose and its benefit modules (A-D) are displayed in the insurance confirmation.

Insurance benefits for notebooks, mobile phones/smartphones, tablets and portable media players	Sums insured Maximum sums insured in CHF per insured event		
	Classic	Premium	Exclusive
A. Damage / destruction Cover for the insured devices for the event of accidental damage for two years from date of purchase (new); cover limited to two insured events per calendar year	1,000	2,000	3,000
B. Theft Cover for the insured devices for theft for five years from date of purchase (new)	1,000	2,000	3,000
C. Unauthorized call cover in the event of theft Cover for the unauthorized use of mobile services following theft	1,000	2,000	3,000
D. Extended guarantee One-year extension of the manufacturer guarantee for insured devices	1,000	2,000	3,000

Insurer



AWP P&C S.A., Saint-Ouen (Paris)
 Wallisellen Branch (Switzerland)
 Hertistrasse 2, 8304 Wallisellen
 Tel. +41 44 283 38 32, Fax +41 44 283 33 83
info@allianz-assistance.ch, www.allianz-assistance.ch

III. General Terms and Conditions of Insurance (GCI)

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

- 1.1 The insurance cover begins on the day agreed between the cardholder and Issuer under the terms of affiliation to the group insurance contract. Affiliation to the group 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 group insurance contract.
- 1.3 There is no insurance cover for events and claims occurring within the first 30 days following affiliation to the group insurance contract (waiting period).

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

- 2.1 If the entitled 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 exceeding 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. Repayment of the advance is through assigning the claims of the entitled 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 entitled person.

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 entitled person. The entitled 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 044 283 38 32 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 report losses resulting from theft or criminal acts to the competent police station within three days and receive an authenticated copy of the report;
- 3.4 to submit to the Insurer the documents listed in the Claims Table (Part V) or to take steps to have these drawn up;
- 3.5 to permit the Insurer to make reasonable enquiries to ascertain the cause and the scope of benefits payable;
- 3.6 to heed instructions issued by the Insurer;
- 3.7 to authorize third parties (e.g. other insurers, insurance carriers and authorities) to give information required if necessary;
- 3.8 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;
- 3.9 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);
- 3.10 Damaged insured devices must be kept available for the Insurer until the claim is settled definitively and sent for assessing at the Insurer's request at the entitled person's own expense;
- 3.11 to transfer ownership of the damaged device to the Insurer once the benefit has been provided and in the event of a total loss;
- 3.12 to be informed through the relevant instructions about the operating and maintenance of the different devices and to observe the instructions.

4. What are the consequences of non-observance of obligations?

If a breach of the obligations occurs after an insured event, the entitled person shall lose the entitlement to the insurance benefit and the Insurer shall be entitled to curtail or reject benefits, assuming the entitled person did not breach the obligation either willfully or through gross negligence. In cases of gross or willful negligence, the entitled person shall retain entitlement to the insurance benefit provided the breach of the obligations 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 entitled 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;
 - the residence or domicile of the entitled 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 entitled person under 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 4.
- 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 known address. 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 insurance sums may be agreed by the Insurer and by the Issuer (as the policyholder). They will 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 (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@versicherungsommbudsman.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 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 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 co-insurers or 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.

IV. Special Terms and Conditions of Insurance (SCI)

1. Which devices are insured?

1.1 All mobiles, tablets, laptops and portable media players belonging to the cardholder or any people living in the same household are insured.

2. Which risks are insured and which benefits are provided in an insured event?

In the event of the following risks, the benefits outlined below will be provided to the extent specified in the Table of Insurance Benefits:

2.1 Damage / destruction

2.1.1 What is insured and when does cover apply?

Devices not more than two years old are insured, if they are entirely or just partially damaged and/or destroyed by a sudden, unforeseeable and/or unusual and externally triggered event.

2.1.2 What benefits are available?

- The Insurer organizes the repair and assumes the repair costs of the insured device based on its acquisition value (original price plus all taxes) or the "without subscription" price (mobile phones/tablets with provider's contract) and any applicable retention and the insurance limit for one-year devices.
- If a repair proves impossible or in the event of a total economic loss, the Insurer will provide another device of the same type and quality in new condition (replacement device). A device of similar value is one that is the same type/model to the maximum value of the acquisition price or "without subscription" price of the insured device. If no replacement device is available, the Insurer can meet its obligation by paying out an equivalent amount.
- Insurance cover is restricted to two insured events per calendar year. The retention per calendar year is:
 - CHF 60 for the first insured event
 - CHF 100 for the second insured event
- The insurance cover for devices over one-year old is limited to 80% of the original acquisition price.
- In the event that the Insurer refuses to pay a claim, the entitled person shall be responsible for any costs incurred in returning, at the latter's request, items already sent for repair.

2.2 Theft

2.2.1 What is insured and when does cover apply?

Insurance cover applies for stolen devices.

2.2.2 What benefits are available?

The Insurer assumes the cost for replacing a device of the same type and quality (replacement device), taking account of the compensation thresholds outlined below and determined by the age of the device. A device of similar value is one that is the same type/model to the maximum value of the acquisition price or "without subscription" price of the insured device. If no replacement device is available, the Insurer can meet its obligation by paying out an equivalent amount.

The insurance benefit is calculated as follows:

- Device < 1 year old: replaced at new value
- Device > 1 year to < 2 years old: 80% of the original acquisition price
- Device > 2 years to < 3 years old: 60% of the original acquisition price
- Device > 3 years to < 4 years old: 40% of the original acquisition price
- Device > 4 years to < 5 years old: 20% of the original acquisition price

2.3 Protection from unauthorized usage resulting from theft

2.3.1 What is insured and when does cover apply?

Insurance cover applies for unauthorized use of mobile communication services following the theft of the device (voice calls, SMS, MMS, data transfer and transmission, uploading and downloading of data, etc.). Cover applies for the time between the theft and notification to the provider (block).

2.3.2 What benefits are available?

- The Insurer assumes the conversation and data transmission costs to the amount outlined in the Table of Insurance Benefits.
- The Insurer's obligation to provide benefits becomes void if the pro-

vider does not receive notification of the theft and the SIM card is not locked within 24 hours of the claimant becoming aware of the theft.

- The theft must be reported to the competent police station within three days and an authenticated copy received of the report.

2.4 Guarantee extension

2.4.1 What is insured and when does cover apply?

- Insurance cover applies to damage to insured devices caused by material or production defects.
- Cover incepts on expiry of the manufacturer's guarantee and is for one year, until the device is three years old (maximum age).
- The cover is subject to the same criteria as the manufacturer's guarantee.

2.4.2 What benefits are available?

- The Insurer organizes the repair and assumes the repair costs of the insured device.
- If a repair proves impossible or in the event of a total economic loss, the Insurer will provide another device of the same type and quality in new condition (replacement device). A device of similar value is one that is the same type/model to the maximum value of the acquisition price or "without subscription" price of the insured device.
- If no replacement device is available, the Insurer can meet its obligation by paying out an equivalent amount.

3. In what circumstances will cover not apply? (Exclusions)

There is no insurance cover for the following insured events or occurrences and devices:

- 3.1 Damage/loss caused by programming, setting up, maintaining, reconditioning or changing the original features or cleaning the device.
- 3.2 Damage/loss caused by improper handling or other misuse.
- 3.3 Damage/loss arising from gross or willful negligence.
- 3.4 Damage/loss caused by or during the willful exercise of an offense or crime, or the willful attempt to exercise an offense or crime.
- 3.5 Damage/loss that does not affect the functionality of the device (cosmetic damage, e.g. scratches, dents, discoloration).
- 3.6 Damage/loss caused by fire, lightning, explosion or acts of God (high water, flooding, storm, hail, avalanche, snow pressure, rock fall, rock slide, landslide or earthquake).
- 3.7 Damage/loss due to nuclear energy, events of war of any type, civil war or unrest.
- 3.8 Damage/loss due to the device being left lying around, forgotten, lost or going missing in another way.
- 3.9 Damage/loss caused by loss of use of the damaged device, data loss, decrease in value and consequential damages of any type (subject to Section IV. 2.3).
- 3.10 Product components that have to be replaced on a regular basis; these include batteries (rechargeable and non-rechargeable).
- 3.11 Damage to accessories of the devices (e.g. headphones, charging cables, any type of input device, external storage or recharging unit).
- 3.12 Software costs including operating system, data loss, external data carriers, subsequent installations, conversions, upgrades.
- 3.13 Damage to software and damage/loss caused by software or software viruses (except for costs for software updates as part of repairs covered under Section IV. 2.2).
- 3.14 Natural wear and tear.
- 3.15 Damage/loss due to theft resulting from the failure of the entitled person to exercise normal precautions.
- 3.16 Damage/loss caused by the customer or by unauthorized third parties mandated by the customer.
- 3.17 Serial damages leading to a recall by the manufacturer.
- 3.18 Costs when no fault can be found with the device.
- 3.19 Events and losses occurring within the first 30 days following affiliation to the group insurance contract (waiting period) and events predating inception of the insurance cover.

V. Claims Table

Please note the obligations which apply upon occurrence of an insured event as per no. 3 of the 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 benefit(s) being claimed by the entitled person needs to be submitted. In case of doubt, please contact the claims adjuster, who will tell you which documents are required.

Benefits	Documents required for the insurance benefit
General	The Insurer must be notified immediately of the insured event; tel. no.: +41 44 283 38 32 and consent obtained for any remedial action. As a rule, the organisation and processing of remedial measures is the Insurer's responsibility.
Damage/destruction	<ul style="list-style-type: none"> • Confirmation of damage form; • Sales receipt for the damaged device; • Detailed cost of repair estimate
Theft	<ul style="list-style-type: none"> • Confirmation of damage form; • Sales receipt for the stolen device; • Police report
Protection from phone misuse following theft	<ul style="list-style-type: none"> • Confirmation of damage form; • Police report; • Statement of calls made (provider's itemised bill) for the current and last three months in the case of theft.
Guarantee extension	<ul style="list-style-type: none"> • Confirmation of damage form • Sales receipt for the damaged device • Detailed cost of repair estimate • Submission of original warranty conditions
Claims adjuster	Allianz Global Assistance Claims Appliance Protection Hertistrasse 2 CH-8304 Wallisellen claims-ap@allianz-assistance.ch