



General Insurance Conditions (GIC)

Cyber legal protection insurance

Version 01.2026



Key Points at a Glance

Important preliminary information about your contract.



A – General Part

Important information about modules B to G.



Cyber Security

Legal issues and disputes in connection with cyber security.



Key Points at a Glance

We would like to inform you about the key content of your legal protection insurance for cyber security in accordance with Art. 3 of the Federal Act on Insurance Contracts (ICA). Full details can be found in the General Insurance Conditions (GIC) below and your confirmation of insurance.

1 – Who is your insurance carrier?

AXA-ARAG Legal Protection Ltd (hereinafter referred to as "we," "us" or "AXA-ARAG") is the insurance carrier. Our registered office is at Ernst-Nobs-Platz 7, 8004 Zurich, and we are a subsidiary of AXA Insurance Ltd (hereinafter referred to as "AXA").

Claims arising from this legal protection insurance may only be made against AXA-ARAG, and you may not make any claim for benefits against the policyholder (Sunrise). Neither AXA nor Sunrise can issue any instructions to AXA-ARAG in connection with settling a legal case. AXA-ARAG does not share any information about legal cases with AXA or Sunrise if doing so could disadvantage you.

2. Who is the policyholder?

The policyholder is Sunrise GmbH, Thurgauerstrasse 101B, 8152 Glattpark (Opfikon) (hereinafter referred to as "Sunrise"). You are free to enroll as an insured in the group insurance contract that exists between Sunrise and AXA-ARAG for the benefit of Sunrise customers.

3 – Who is insured?

The insurance covers, in particular:

- you as an insured company
- the co-insured businesses and subsidiaries named in the confirmation of insurance
- Any additional insureds are shown under A3 in the General Insurance Conditions (GIC).

4 – What is insured?

For all legal cases that are processed under the same customer number and occur in the same insurance year, we provide insurance benefits totaling a maximum of CHF 300,000.

In insured legal cases, we provide, among other things, the following benefits and compensation for costs up to the sum insured specified in the confirmation of insurance:

- legal advice and representation by our lawyers
- coverage of the necessary lawyers' fees
- court fees or other costs of proceedings

Additional benefits can be found under A6 in these GIC on the cyber legal protection insurance module.

5 – What is not insured?

The following, for example, are not insured:

- legal issues and disputes that are not specified in the GIC as being insured, or are explicitly excluded
- legal cases that occurred before the insurance started
- legal cases against AXA-ARAG, Sunrise, its employees or any persons retained in a legal case

6 – What are your main obligations?

Notify us immediately as soon as you need legal assistance. Send us all the documents relating to the legal case (e.g. contracts, correspondence, fine orders, summonses and rulings) and provide us with all the necessary information as well as powers of attorney. You can contact us as follows:

- online via AXA-ARAG.ch
- in writing by letter or e-mail to info@axa-arag.ch
- by phone at 0848 11 11 00

Obtain our consent before you consult a lawyer or commence any proceeding, and discuss possible measures with us in advance. Further obligations can be found under A8 of these GIC and in the Insurance Contract Act.

7 – When are you insured?

Coverage is available for legal cases where the triggering event and need for legal protection arose during the period of coverage and which you notified us of during this period or at the latest three months following termination of the affiliation contract.

The triggering event is defined as the first actual or alleged breach of law or breach of contract. The date of the occurrence of the insured event is decisive for disputes regarding insurance benefits.

8 – Right of withdrawal

The insured company may withdraw from the affiliation contract within 14 days of accepting it. This deadline will be met if the withdrawal is communicated to Sunrise in writing or in another form of text (e.g. e-mail to businesssupport@sunrise.net) by no later than the last day of the withdrawal period. In the event of withdrawal, any benefits already received must be paid back.

In all other respects, Sunrise's General Terms and Conditions for Business Customers apply; these can be viewed here: <https://www.sunrise.ch/business/en/legal>.



A – General Part



This General Part provides you with important information that applies to the cyber legal protection insurance.

A1 – Insurance model

Sunrise GmbH, Thurgauerstrasse 101B, 8152 Glattpark (Opfikon), Switzerland (hereinafter referred to as "Sunrise") has concluded a group insurance contract with AXA--ARAG Legal Protection Ltd (hereinafter referred to as "we," "us" or "AXA--ARAG").

Any customer who has a contractual relationship (e.g. subscription) with Sunrise may enroll in the group insurance by concluding an affiliation contract with Sunrise. The customer thus becomes the insured company with a right to bring direct claims against AXA-ARAG. Benefits are settled directly between the insured company and AXA-ARAG. The insured company or an insured person does not have the right to bring direct claims against Sunrise for benefits under the affiliation contract. Sunrise informs the insured company about the insurance product and is liable to it in accordance with the applicable statutory provisions and the Sunrise GmbH General Terms and Conditions for Business Customers. Sunrise cannot issue instructions to AXA-ARAG regarding the settlement of claims. AXA-ARAG does not share any information about claims with Sunrise if so doing could disadvantage you as an insured company. .

A2 – Who is your insurer?

AXA-ARAG is the insurance carrier. Our registered office is at Ernst--Nobs-Platz 7, 8004 Zurich, and we are a subsidiary of AXA Insurance Ltd.

A3 – Who is insured?

The following persons and organizations are insured as part of your business activities:

- you as an insured company
- partners, associates, foundation board members.
- members of boards of directors and executive boards (including associations), the executives of municipalities as well as other members of authorities and employees of the administration
- employees, volunteers, voluntary workers, temporary personnel and members of the insured organization

If an insured dies as a result of an insured event, the survivors may avail themselves of the legal protection insurance in connection with this death. Any other transfer of claims against us is not permitted.

A4 – Where is your coverage valid?

Your coverage is valid worldwide (territorial scope). Your coverage applies if the place of jurisdiction, the place of enforcement and the applicable law are in one of the countries within the territorial scope.

A5 – When are you insured?

Coverage is available for legal cases whose triggering event and the need for legal protection arose during the period of coverage and which you notified us of during this period or at the latest three months following termination of the affiliation contract.

The triggering event is defined as the first actual or alleged breach of law or breach of contract. The date of the occurrence of the insured event is decisive for disputes regarding insurance benefits.

A6 – What is insured?

- The insurance covers legal cases that are defined as insured in these General Insurance Conditions.
- In the insured cases, we cover the costs of the services listed below up to the sums insured set out in the confirmation of insurance, unless indicated otherwise below. The hourly rate charged for the services provided by our Legal Services is CHF 200. You must obtain our prior consent for the coverage of any external costs.
- If any other persons or organizations are also involved in a dispute in addition to you, we cover the costs on a proportionate basis.
- Multiple legal cases arising from the same cause and/or the same triggering event, or which are related to such cause or event, are considered to constitute a single legal case. For each legal case, the benefits for all insureds are added together and the sum insured is paid no more than once.
- For all legal cases that are processed under the same customer number and occur in the same insurance year, we provide insurance benefits totaling a maximum of CHF 300,000.

We cover the costs of the following services:

What you should know.

A6.1	Legal advice for and processing of your legal case	• Our lawyers, legal experts, and specialists answer your specific legal questions by phone, review the legal situation, and negotiate in your interest. • We also support you with useful tips, even in cases that are not insured.
A6.2	Involvement of an external lawyer	If, in our view, it becomes necessary to involve an external lawyer, we will cover the lawyer's fees at the standard local rates within the scope of the cost approval issued. If you choose one of the lawyers recommended by us, we will cover the full amount of their fees. If you choose your own lawyer, you will have to pay a deductible of 10%, at a minimum of CHF 500 and a maximum of CHF 10,000. Our cost approvals may be issued with restrictions, conditions or requirements. You can find further information about involvement of an external lawyer under A8 "How do we work together to process your legal case?"
A6.3	Expert reports	• We cover the costs of an expert report if the assessment of a specialist is necessary or the expert report was ordered by a court. • The costs of medical examinations, analyses, and tests to establish if a person is fit to drive and capable of driving are excluded.
A6.4	Proceedings before state courts and authorities	• We cover the costs of the proceedings. • We cover the costs relating to a summary penalty order up to CHF 500 per legal case. We do not pay fines. • Proceedings before supranational or international courts (e.g. the European Court of Human Rights) and authorities are not covered.
A6.5	Non-court costs and legal expenses of an opposing party	• If you are required by a court to compensate the opposing party for their legal expenses and attorney fees, we will cover these costs. • If legal expenses and opposing party legal expenses are awarded to you, you must refund or assign these expenses to us up to the amount of the benefits we have already paid.
A6.6	Mediation and arbitration proceedings	These costs are covered by us if the respective proceeding was agreed to between the parties in writing prior to the occurrence of the legal case, is required by law, or has been approved by us.
A6.6	Immediate right to an attorney	We pay an advance of up to CHF 10,000 for a criminal defense lawyer whom you necessarily consult for the first examination hearing. In the event of a final conviction for a willful felony or misdemeanor (something that was done intentionally or accepted), these advance payments must be refunded to us.
A6.7	Bail	In order to avoid pretrial detention, you may apply to us for an advance for bail. The advance you receive must be refunded to us prior to the conclusion of the legal case.
A6.8	Translations	We will cover all the costs for an interpreter ordered by a court. In all other cases, we will cover the costs for an interpreter up to CHF 10,000.
A6.9	Travel expenses	We cover the necessary costs of up to CHF 5,000 for travel to court hearings abroad.
A6.10	Collection (e.g. debt collection proceedings)	We cover the costs for the collection of the amount due from an insured legal case until a certificate of shortfall or a bankruptcy warning has been received. Attachment procedures are also insured.

A7 – What is not insured?

Legal cases

The insurance does not cover legal cases:

- A7.1 that are not listed as being insured or that are excluded.
- A7.2 that relate to the defense of non-contractual claims for damages and for pain and suffering as well as contractual claims for damages arising from bodily injury that are made against you. In these cases, you can depend on your liability insurance.
- A7.5 against AXA-ARAG, Sunrise, its employees or any persons retained in a legal case. The protection of your interests in relation to other companies of the AXA Group is insured.
- A7.6 arising from disputes between persons or organizations insured under the same confirmation of insurance. In such a case, coverage is provided for the insured company only.
- A7.7 in which the provision of our benefits would expose us to any sanction, prohibition or restriction under any UN resolution or any trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America, Switzerland or the Principality of Liechtenstein.
- A7.8 in connection with time-barred claims and receivables due from companies that are insolvent or are under a moratorium on debt enforcement.
- A7.9 in connection with felonies of which you are accused in a criminal proceeding and the resulting legal consequences.
- A7.10 in connection with war, warlike occurrences as well as unrest of any kind (e.g. demonstrations, strikes or riots).
- A7.11 in connection with loss or damage due to radioactivity or ionizing radiation.
- A7.12 in connection with warranty claims (i.e. defects) under real estate purchase agreements and real estate abroad, i.e. outside Switzerland.

The insurance furthermore does not cover legal cases in connection with:

- A7.13 agreements with respect to the participation in or takeover of companies or the valuation and auditing of companies, the purchase and sale of securities and crypto currencies, other financial, speculative and investment transactions, surety contracts, unlicensed gambling and betting, as well as money laundering and disputes with the Financial Market Supervisory Authority.
- A7.14 claims, debts and liabilities that were assigned to you or assumed by you, or were transferred to you in some other way.
- A7.15 the forced sale of real estate and time-sharing agreements.
- A7.16 relationships involving companies, cooperatives, associations and foundations, ordinary partnerships, as well as liability claims against the relevant governing bodies.

Costs

The insurance also does not cover:

- A7.17 the costs of public notarizations (costs of notaries, for example), entries in and deletions from public registers, as well as costs for inspections and permits.
- A7.18 costs that have to be borne by a liable party or a liability insurer.
- A7.19 fines, contractual penalties and other costs of a punitive nature (such as penalty taxes).
- A7.20 damages and compensation for pain and suffering.

A8 – How do we work together to process your legal case?

- A8.1 Notify us immediately as soon as you need legal assistance. Send us all the documents relating to the legal case (e.g. contracts, correspondence, fine orders, summonses and rulings) and provide us with all the necessary information as well as powers of attorney.
- A8.2 You must obtain our consent before you consult a lawyer, commence court proceedings or conclude a settlement for which we are supposed to cover costs or accept any other obligations.
- A8.3 We waive the right to reduce our benefits in the event that the legal case was caused by gross negligence.
- A8.4 You will be advised and represented by our legal experts. In some legal cases, it is advisable to consult an external lawyer. If we consider this to be necessary, we will suggest a suitable lawyer.

You are free to choose your own lawyer in the following three cases:

- for court or administrative proceedings where a lawyer must be used
- if your opposing party is an AXA Group company (other than AXA-ARAG)
- in legal cases where AXA-ARAG must also provide insurance coverage to your opposing party.

If we reject the lawyer you selected, you can suggest three further lawyers. These lawyers may not belong to the same law firm. We must accept one of these three suggestions.

If you choose your own lawyer in a case approved by us, you will have to pay a deductible of 10%, at a minimum of CHF 500 and a maximum of CHF 10,000.

With respect to your legal case, you will be required to release your lawyer from attorney-client privilege and to have them

undertake to keep us informed about the case on an ongoing basis. Furthermore, you must provide us with the information and documents that we require for our decision-making.

- A8.5 We accept no liability either for the choice and engagement of a lawyer or for the choice and engagement of an interpreter. Furthermore, we accept no liability for the prompt communication of information or transfer of cash payments.
- A8.6 If you are in breach of any duties to provide information or any rules of conduct, we may reduce or deny benefits. We will not do so if, under the circumstances, the breach was beyond your control or if you can prove that the legal case did not arise as a result of it, and that the amount of the benefits owed was not affected.
- A8.7 Instead of the insured benefits, we may pay all or part of the amount in dispute to you (buyout of claim). In this case, we take into consideration your risk of litigation and collection risk. In addition, we can have the benefits paid through external service providers (e.g. lawyer).

Claims arising from this legal protection insurance may only be made against AXA-ARAG. Neither AXA nor Sunrise can issue any instructions to AXA-ARAG in connection with settling a legal case. AXA-ARAG does not share any information about legal cases with AXA or Sunrise if doing so could disadvantage you.

A9 – What happens if there are differences of opinion?

- A9.1 A difference of opinion arises if we consider a legal case to be futile or if you do not agree with us about the measures planned by us to deal with your legal case. In this event, you have the right to have your chances of success assessed by an independent expert to be designated jointly. **Within 20 days** of receiving our letter setting out the reasons, you must ask us in writing to initiate dispute resolution proceedings; if we do not hear from you, you will be deemed to have waived this option. From the date of our letter, you yourself are responsible for meeting the deadlines in your legal case.
- A9.2 If you request a dispute resolution proceeding, we must each pay one half of the costs in advance, with the ultimate costs to be borne by the unsuccessful party. In this proceeding, no legal expenses are awarded to the opposing party.

A10 – What applies to termination?

- A10.1 The insured company, Sunrise, and AXA-ARAG may terminate the affiliation contact at the earliest on expiry of the minimum term of two or three years as stated in the confirmation of insurance, subject to three months' notice in writing, by phone or in another form of text (in particular online chat). In all other respects, Sunrise's General Terms and Conditions for Business Customers apply; these can be viewed here: <https://www.sunrise.ch/business/en/legal>.
- A10.2 The insured company, Sunrise, and AXA-ARAG may terminate the affiliation contract in the event of a legal case. If an insured legal case occurs for which we must indemnify, all three contracting parties may terminate the affiliation contract in writing at the latest when the final payment is made. Coverage ends 14 days after notice of termination is communicated to the other contracting party.
- A10.2 The insurance ends on deletion of the insured business from the commercial register. If you relocate your registered office abroad, the insurance will terminate at the end of the insurance year at the latest.
- A10.3 The contract ends if you merge with another organization or a legal reason arises that justifies termination.
- A10.4 Unless terminated on expiry, the affiliation contract is automatically renewed for another year. In this case, the termination period is also three months.

A11 – What you need to know about your premium

- A11.1 We reserve the right to amend the affiliation contract at any time with regard to the following points:
- premium
 - deductibles
- The insured company will be notified in advance of any such amendment to the affiliation contract in a suitable form.
- A11.2 If you do not agree to the new premium, you may terminate the contract as of the end of the insurance year. If we do not receive notice of termination from you by the end of the insurance year, the contract amendment will be deemed to have been accepted. You have no right to terminate the contract if there are adjustments to the premium due to changes to the basis of calculation (e.g. turnover, OASI payroll amount), discounts, or statutory duties.
- A11.3 In all other respects, Sunrise's General Terms and Conditions for Business Customers apply; these can be viewed here: <https://www.sunrise.ch/business/en/legal>.



B – Cyber Security



Your protection for legal issues and disputes in connection with cyber security.

B1 – What is insured?

B1.5	Cyber security Legal issues and disputes in connection with:	Sum insured: CHF 150,000
B1.5.1	breaches of data protection	The insurance also covers your defense in criminal
B1.5.2	credit card and identity fraud	We take over filing of the criminal complaint and claim for damages.
B1.5.3	violations of your personality (including defense against claims for damages) in online and offline media that can be identified by others	The insurance covers personality violations relevant under criminal law such as verbal abuse, libel and slander.
B1.5.4	your domains	The insurance covers the costs of WIPO dispute resolution proceedings and UDRP arbitration proceedings.
B1.5.5	Contracts: Legal issues and disputes in connection with: - internet providers about your internet access - credit card companies with their registered office in Switzerland - operators of free internet platforms in connection with their use	

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- You may send legally valid notices to us at the address set out in the confirmation of insurance or in the General Insurance Conditions.
- Do you want to notify us of a legal case or do you have a legal question? Use our online form at [AXA-ARAG.ch](https://www.axa-arag.ch) or call our Legal Services at 0848 11 11 00.