



General Insurance Conditions (GIC)

Cyber insurance Companies

Version 05.2026



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Key Points at a Glance

This overview provides you with information about the key content of the insurance coverage in accordance with Art. 3 of the Federal Act on Insurance Contracts (ICA). The rights and obligations of the *insured company* arise on conclusion of the insurance, in particular on the basis of the confirmation of insurance, the insurance conditions, and the statutory provisions under the ICA.

Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd, General-Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as "AXA"), a joint stock company with its registered office in Winterthur and a subsidiary of the AXA Group.

Who is the policyholder?

The policyholder is Sunrise GmbH, Thurgauerstrasse 101B, 8152 Glattpark (Opfikon), Switzerland.

Who is insured?

You (hereinafter referred to as the "*insured company*"), as a Sunrise customer with your registered office in Switzerland, are insured after you join the group insurance by concluding the affiliation contract. Claims for benefits may only be made against the insurance carrier, not the policyholder.

What is insured?

This is property and casualty insurance pursuant to the Insurance Contract Act.

First-party cyber event:

The insurance covers the restoration of your own electronic *data* caused by a *first-party cyber event*.

It also covers loss of earnings and additional costs arising from a business interruption due to an insured event.

Cyber liability event:

The insurance covers claims for damages due to *financial loss* that are brought against the *insured company* or an *insured* based on statutory liability provisions. These include claims due to

- destruction of, damage to, modification, non-availability or loss of a *third party's data* which were in the possession of the *insured company* or of a party to whom the *insured company* had entrusted such data,
- destruction of, damage to, modification, non-availability or loss of *data on IT systems* of a *third party*,
- *breaches of data protection*,
- the breach, theft or loss of confidential information.

What is not insured?

The insurance does not cover, among other things, claims arising from:

- loss or damage as a result of warlike events, civil unrest or terrorism,

- loss or damage in connection with the deliberate use of pirated copies by the *insured company* or an *insured*,
- *bodily injury* and *property damage*,
- loss in connection with virtual currencies.

The precise scope of coverage is specified in the confirmation of insurance and these GIC.

What benefits does AXA provide?

In connection with an insured *first-party cyber event*, AXA indemnifies the costs of restoring the insured *data*, the costs of removing *malware* from the *insured company's IT system*, as well as insured loss of earnings and additional costs.

In connection with an insured *cyber liability event*, AXA indemnifies the amount that the *insured company* must pay to the injured party as indemnity within the scope of the insurance and the statutory liability provisions.

The indemnity is limited to the sum insured specified in the confirmation of insurance for each group or coverage module.

Any applicable deductible and any indemnity limits are specified in the confirmation of insurance.

How much is the premium, and when is it due?

The premium and its due dates are stated in the confirmation of insurance.

What are the insured company's main obligations?

Among other things, the *insured company* must:

- perform a full *data* backup at least once a week,
- store data backups, programs and licenses in such a way that they cannot be damaged or destroyed together with the originals,
- use protective systems (e.g. internet protection programs, antivirus software, firewalls) and keep them updated.

When does the notice of claim need to be filed?

If an insured event occurs, the *insured company* must file the notice of claim as quickly as possible or report the claim to our 24/7 hotline at +41 58 218 11 33.

When does the insurance begin and end?

The insurance begins on the date specified in the confirmation of insurance. The insurance is valid for the term specified in the confirmation of insurance.

Unless terminated on expiry, the affiliation contract is automatically renewed for another year.

How to exercise the 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 GmbH by post or by an e-mail to businesssupport@sunrise.net. mitgeteilt wird.

In the event of withdrawal, any benefits already received must be paid back.

What definitions apply?

The key terms are explained in Part E under "Definitions."

What data does AXA use and how?

AXA uses data in compliance with the applicable statutory provisions. More information may be found at www.axa.ch/data-protection.



General Insurance Conditions (GIC)

Teil A

Underlying Conditions of Insurance Coverage

A1 Insurance model

Sunrise GmbH (hereinafter referred to as "Sunrise") has concluded a group insurance contract with AXA Insurance Ltd (hereinafter referred to as "AXA"). 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. Benefits are settled directly between the *insured company* and AXA. The *insured company* or an *insured* does not have the right to bring direct claims against Sunrise for benefits under the insurance 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 regarding the settlement of claims. AXA does not share any information about claims with Sunrise if so doing could disadvantage the *insured company*.

A2 Scope of insurance coverage

The confirmation of insurance and these General Insurance Conditions (GIC) provide information on the scope of insurance. In all other respects, the Federal Act on Insurance Contracts (ICA) applies.

A3 Territorial scope

The insurance covers claims arising from damage that occurs anywhere in the world. The insurance does not cover liability claims that are judged in accordance with any state, provincial or federal law of the USA or Canada. Likewise, the insurance does not cover costs incurred in the USA or Canada, or enforcement orders or settlements in those countries. The territorial scope also applies with respect to coverage of costs.

A4 Trigger

A4.1 First-party cyber event

The insurance covers *first-party cyber events* that are discovered for the first time and reported during the term of the contract.

If it is found that the *first-party cyber event* occurred before the start of the contract, insurance coverage is valid only if the *insured company* and *insureds* were unaware of this.

A4.2 Cyber liability event

The insurance covers damage and claims brought against the *insured company*, an *insured* or AXA as their liability insurer while the affiliation contract is in effect. The duration of the affiliation contract's effectiveness is deemed to be

- the term of the contract as specified in the confirmation of insurance,
- the term of any contracts with AXA replaced by this confirmation of insurance, or
- any extended coverage period granted by AXA.

A4.2.1 Date of assertion of claim

The date on which a claim is asserted is deemed to be

- the date on which the *insured company* or an *insured* first becomes aware of circumstances pursuant to which it must be assumed that a claim will be brought against the *insured company*, an *insured* or AXA as their liability insurer. If there are no such circumstances, the date on which the claim is made is deemed to be the date of verbal or written notice that a claim for damages falling under this insurance coverage will be brought.
- the date on which the *insured company*, an *insured* or AXA as their liability insurer first becomes aware that criminal, administrative, supervisory or investigative proceedings have been initiated against the *insured company* or an *insured* that could lead to an insured claim

If multiple criteria apply for the same event, the earliest date applies.

A4.2.2 Prior acts coverage

The insurance also covers claims arising from loss or serial loss incurred as a result of acts or omissions that took place prior to the date on which this affiliation contract was first concluded. The insurance will only cover these, however, if the *insured company* or the *insured* was unaware of any

act or omission that could give rise to liability prior to the date on which the contract was first concluded.

A4.2.3 Extended coverage period

(a) During the term of the contract

If, during the term of the contract, an *insured* leaves the group of *insureds*, or if an *insured company* and/or an insured part of a business is excluded or discontinued, coverage will remain in effect. This will only be the case, however, if any acts or omissions giving rise to liability occurred prior to this. If this is the case, the day of leaving, of exclusion or of discontinuation will be deemed to be the date of the claim.

(b) On expiry of the insurance

After expiry of the insurance, coverage also extends to claims arising from damage that are only made after expiry of the insurance and within the statutory limitation periods, provided that such damage was caused prior to expiry of the insurance. There is no extended coverage if the affiliation contract was canceled due to non-payment of a premium. Claims which are made during such extended coverage periods and which are not part of a serial loss are considered to have been asserted on the day on which the contract ended.

A4.2.4 Statutory provisions

Mandatory statutory provisions governing the extended coverage period that go beyond A4.2.3 take precedence over these provisions.

A4.2.5 Loss prevention costs

A claim for *loss prevention costs* is deemed to be asserted on the date on which the *insured company* or an *insured* first determines that a loss is imminent.

A4.2.6 Serial loss

The total of all the claims arising from the same cause and the consequences of several acts or omissions in the same matter are considered to be one event (serial loss). The number of injured parties, claimants or persons entitled to claim is irrelevant.

A5 Duration of insurance coverage

The affiliation contract begins on the date specified in the confirmation of insurance. It is concluded for the term specified in the confirmation of insurance, after which it is automatically renewed for another year.

A6 What applies with respect to the commencement, cancelation, modification or termination of the affiliation contract?

(a) The commencement of the affiliation contract is specified in the confirmation of insurance.

(b) The *insured company* has the option to withdraw from the affiliation contract within 14 days following its enrollment. 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.

(c) The affiliation contract has a minimum term of two years and ends when terminated by the *insured company* or Sunrise. 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>.

(d) Regarding this insurance coverage, AXA may make changes to the scope of benefits and coverage, the General Insurance Conditions, and the product. Sunrise will give the *insured company* reasonable notice of any such changes in a suitable form.

We reserve the right to increase the *insured company's* premium at any time. The *insured company* will receive reasonable notice of any such changes in a suitable form. If premiums are increased in such a way that they result in a higher overall charge, or if product adjustments or changes to these General Insurance Conditions are introduced to the detriment of the insureds, the *insured company* may terminate its affiliation contract with Sunrise early up until the date on which the change enters into effect. If Sunrise receives no notice of termination, the changes are deemed to have been accepted. In all other respects, Sunrise's General Terms and Conditions for Business Customers apply:
<https://www.sunrise.ch/business/en/legal>.

A7 Termination of insurance coverage

A7.1 Termination effective at the end of the minimum term

Either contracting party may terminate the affiliation contract as of the end of the minimum term, subject to three months' notice in writing, by phone or in another form of text (in particular online chat). If the contract is not terminated, it is renewed automatically for another year. It may be terminated as of the end of any year, subject to three (3) months' notice.

A7.2 Termination in the event of a claim

Following a claim for which AXA provides benefits, the affiliation contract may be terminated as follows:

- By the *insured company*, no later than 14 days after it becomes aware of the payment of the benefit, with coverage expiring 14 days following receipt by Sunrise of the notice of termination.
- By AXA, at the latest when the benefits are paid, with coverage expiring 30 days following

receipt by the *insured company* of the notice of termination.

A8 Premiums

The premium specified in the confirmation of insurance is due on the first day of each month; the due date for the first premium is specified on the invoice.

A9 Sum insured and indemnity limits

The sum insured or indemnity limits constitute a single aggregate per insurance year. If the claims, losses, and costs per event (including claims and costs in connection with risks to which indemnity limits apply) exceed the sum insured specified in the confirmation of insurance, AXA will pay no more than the sum insured (maximum compensation).

A10 Deductible

The deductible specified in the confirmation of insurance applies. The deductible is subtracted from the calculated claim amount. It also applies to costs such as those for the defense against unjustified claims or crisis management. If multiple coverages are triggered for the same loss event, the deductible will only be subtracted once. In this case, the highest deductible applicable to the coverages triggered will be the one subtracted.

A11 Cyber insurance takes precedence

In the event of a cyber loss, this cyber insurance takes precedence over any other insurance policies taken out with the AXA Group by the *insured company* or an *insured*.

A12 Cumulation clause

If a claim affects more than one insurance contract concluded by the *insured company* or an *insured* with the AXA Group, the maximum benefit payable by the AXA Group is limited to the highest sum insured specified in any of these insurance contracts per insured event and insurance year. If benefits are claimed under multiple insurance contracts, the deductible is deducted separately for each contract.

A13 Duty of care and other obligations

A13.1 Duty of care when handling *data*

The *insured company* is required to exercise a duty of care. In particular, it must take the measures required by the circumstances in order to protect insured *data* against the insured risks.

A13.2 Measures

The *insured company* must take the following measures:

- A backup of all *data* must be performed at least once a week. By way of an amendment

to E6 (*Data*), operating systems and programs (apart from programs produced within the company) do not fall under the definition of *data*. This obligation does not apply to operating systems or to programs not produced within the company.

- At least one weekly backup of data must be stored separately from the *insured company's* network. In addition, the network-independent data backup as well as programs and licenses must not be stored in such a way that they could be damaged, destroyed or lost together with the originals.

The obligation to perform a backup does not apply to external cloud computing systems that are not operated by the *insured company* or an *insured*, as long as the provider of the cloud computing system has agreed by contract to perform the data backup. The data backup must meet the above-mentioned requirements.

A13.3 Protective systems

The *insured company* must

- use a manufacturer-supported operating system that comes with security updates and must use protective systems (such as internet protection programs, antivirus software and firewalls).
- install security patches for software and operating systems within 30 days of their release in the event that critical security vulnerabilities (zero-day exploits) are identified.
- install the manufacturer-recommended security updates (patches) to operating systems, protective systems, user programs and software in connection with online shops and websites in a timely manner after the release date.

A13.4 Breach of duty of care

If any duty of care, security regulations or other obligations are culpably breached, compensation may be reduced commensurately with the degree to which the breach affected the occurrence or extent of the loss or damage.

If it is discovered in the event of a claim that, for example,

- the last data backup was performed more than one week ago, only the costs that would have been incurred if the data backup had been performed as required will be taken into account for calculation of the compensation.
- no usable data backup is available, only the costs of establishing this fact are covered.

A14 Applicable law and place of jurisdiction

A14.1 Applicable law

This affiliation contract is governed by Swiss law.

A14.2 Place of jurisdiction

The ordinary courts of Switzerland have exclusive jurisdiction to settle disputes arising out of or in connection with the affiliation contract, including actions filed by *insureds* or *third parties* for benefits for liability claims.

A15 Place of performance

Compensation paid to the *insured company*, *insureds* or *third parties* under this affiliation contract is to be paid exclusively at the place of the *insured company's* registered office or the place of AXA's registered office.

A16 Sanctions

AXA will not provide insurance coverage, claims payments or other benefits to the extent that the provision of such benefits would expose AXA 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 or Switzerland.

A17 Assignment of claims for compensation

Claims for compensation to which the *insured company* or an *insured* is entitled against *third parties* devolve to AXA to the extent of the benefits paid by AXA. The *insured company* or the *insured* is liable for all acts or omissions that could negatively affect the rights of recourse. Insurance coverage will cease to apply if *third parties* are released from liability without AXA's consent.



Teil B

Scope of Insurance

B1 First-party cyber event

B1.1 Restoration costs

B1.1.1 Subject of the insurance

The insurance covers the *insured company's* own *data*. These are defined as *data* created or purchased by the *insured company* itself, used for its own purposes and located on the *insured company's IT system* or on cloud computing systems. The insurance also covers *data* from *third parties* that are located on the *insured company's IT system* and managed by the *insured company*.

The insurance also covers the cost of restoring private *data* of the *insureds*, provided that such *data* were permitted to be present on a device of the *insured company* in accordance with the internal guidelines. For private *data*, the maximum compensation per device affected is limited to CHF 5,000 per insurance year within the scope of the sum insured applicable to this affiliation contract.

B1.1.2 Insured risks

The insurance covers the destruction, impairment, loss, modification or non-availability of *data* pursuant to B1.1.1 caused by a *first-party cyber event*.

The insurance also covers the costs of restoration in the event of extortion, e.g. via ransomware.

B1.1.3 Compensation

For a maximum of one year after the loss occurrence, AXA covers the costs of restoring *data* to the condition they were in immediately prior to the loss that the *insured company* suffered as a result of a *first-party cyber event* (exhaustive list):

- costs of restoring the *data* from backup
- reconstruction of the *insured company's* physical documents for the last seven days prior to the loss assessment
- the costs of removing *malware* from the *insured company's IT system*
- reinstalling and configuring the *insured company's* operating systems and user programs
- the costs to the *insured company* of acquiring new licenses if their acquisition is unavoidable and the obligations pursuant to A13.2 have been met

If the *first-party cyber event* occurred on a cloud computing system rather than on the *insured company's* system, the *insured company's* costs of

restoration are covered on a subsidiary basis in amendment of A11.

B1.2 Business interruption

B1.2.1 Subject of the insurance

The insurance covers:

- **Loss of earnings**
Revenue is covered as loss of earnings. Revenue is defined as:
 - for trading businesses: the proceeds from the sale of traded goods
 - for service sector businesses: the proceeds from the services rendered
 - for manufacturing businesses: the proceeds from the sale of goods produced

- **Additional costs**

AXA covers additional costs actually incurred, i.e. extraordinary expenses which, due to the circumstances and for operational reasons, are necessary and cost-effective to maintain operations to the expected extent for the duration of the interruption.

Additional costs are deemed to include loss mitigation costs, in particular costs incurred by the eligible claimant to mitigate loss during the indemnity period in compliance with the obligation to mitigate loss pursuant to D1.4.

B1.2.2 Insured risk

The insurance covers loss or damage due to an interruption that occurs when the *insured company* named in the affiliation contract is temporarily unable to continue operating or can only continue operating in part.

The interruption must have been caused by a *first-party cyber event*. The *insured company* must prove that there is an adequate causal connection between the insured damaging event and the loss or damage resulting from the interruption.

B1.2.3 Compensation

AXA is liable for the loss or damage for a maximum of one year calculated from the date of the occurrence of the loss event (indemnity period).

If, in the event of a claim, it is discovered that there is no functional *data* backup that is no more than one week old, AXA will be liable for the loss or damage resulting from the interruption only to the

extent that it would have been liable if there had been a functional backup.

The waiting period is twelve hours. Any business interruptions of less than twelve hours are not insured. The waiting period is not deducted from business interruptions lasting more than twelve hours.

Compensation includes:

- **Loss of earnings**

AXA compensates the difference between the revenue generated during the indemnity period and the revenue expected without the business interruption, minus the difference between the assumed costs and the costs actually incurred. Kosten.

AXA indemnifies unproductive costs if the loss or damage occurs in an associated maintenance facility or in a research or development laboratory. These costs are calculated on the basis of the costs that are charged to this facility during the interruption, but not past the indemnity period.

- **Additional costs**

AXA compensates additional costs in accordance with B1.2.1.

Supplements for shift and night work, overtime allowances, or the employment of additional staff (temporary employees) are compensated if AXA provided its agreement in advance. Any costs saved are deducted.

- **Special circumstances**

The calculation of the loss must take account of circumstances that would have influenced revenue during the indemnity period even if the interruption had not occurred.

If operations are not resumed after the loss event, AXA will only cover the effective ongoing running costs to the extent that they would have been covered by gross profit had there been no interruption. The calculation is based on the presumed length of the interruption during the indemnity period.

The loss assessment is based on the numbers provided by the *insured company* named in the confirmation of insurance that is directly and indirectly affected by the loss. If a loss of gross profit can be fully or partially offset by additional income or reduced costs at another insured company, this will be taken into account (interdependency losses).

Circumstances not insured pursuant to B1.2.3 point six letters b and c are not taken into account when calculating the loss.

- **Underinsurance**

If the affiliation contract is based on revenue that is too low, the loss will be reimbursed only in the ratio of the declared amount to the assessed amount.

- **Revenue**

Maximum revenue of CHF 5,000,000 per year serves as the basis.

If this amount proves to be too low, compensation will be reduced in accordance with the aforementioned point four, Underinsurance.

- **AXA accepts no liability for any increase in loss or damage:**

- a. that is attributable to contributory causes that are not sufficiently causally related to the *first-party cyber event*, such as delays in the delivery of spare parts or property damage
- b. in connection with changes to, expansions of or upgrades to the *IT system* that were carried out after the loss event

- **Contingent business interruption loss**

The insurance does not cover contingent business interruption loss due to third-party companies. Contingent business interruption loss is deemed to include, in particular, damage or loss in third-party companies which leads to an interruption of the *insured company's* own business although none of the *insured company's* own *data* are affected.

B1.3 Breaches of data protection

B1.3.1 Insured risks and losses

The insurance covers *breaches of data protection* caused by a *first-party cyber event*.

B1.3.2 Subject of the insurance

The insurance covers expenses incurred by the *insured company* or an *insured* following a breach of data protection laws in order to inform authorities, the public and potential data subjects, as required by law (first-party loss). Claims by *third parties* arising from *breaches of data protection* are not covered by the insurance.

The insured costs include (exhaustive list):

- legal advice from an external lawyer specializing in IT/data protection law, if this service cannot be provided by AXA
- identification of the data subjects in the event of *breaches of data protection*. These costs also include the cost of the *insured company* itself or a notification service notifying data subjects. The costs for communication with the competent authorities are also insured.
- setting up a telephone hotline (call center) and an internet portal in order to answer inquiries from data subjects
- credit monitoring services performed as a direct consequence of a *breach of data protection* for a period of up to twelve months following an actual *breach of data protection*, provided these are necessary because of the type of *data* that have fallen into unauthorized hands or because of legal requirements
- the costs (such as lawyer's fees, investigation expenses, court costs, and fees for expert opinions) that the *insured company* or *insureds* incur in connection with criminal, regulatory or administrative proceedings brought against the *insured company* or an *insured* by an authority. If a decision by a court of first or second

instance is appealed, AXA may refuse to pay further benefits if the appeal seems unlikely to succeed. AXA will appoint a lawyer to represent the *insured company* with its agreement. If none of the lawyers proposed by AXA is accepted, the *insured company* must suggest three lawyers from different law firms, from which AXA will select the lawyer to be retained. Any non-court costs and lawyer's fees awarded to the *insured company* must be transferred to AXA to the extent of the benefits it has paid, as long as they are not compensation for personal efforts and expenses of the *insured company*. The *insured company* must inform AXA immediately about any information with respect to the legal proceeding and follow AXA's instructions.

B1.3.3 Requirement for the assumption of costs

The insured costs set out under B1.3.2 must be reasonable and be discussed with AXA in advance (insofar as this is not already a legal requirement) and approved by AXA.

If *data* are stored with an external service provider (e.g. cloud provider), the *insured company* must ensure by means of contract that the external service provider complies with the applicable data protection laws. A13.4 is applicable.

B1.4 Loss assessment

Both the *insured company* and AXA may request that the loss be assessed immediately. The loss must be assessed either by the parties themselves, by a jointly appointed expert, or through a loss adjustment procedure. The insurance carrier (AXA) and the *insured company* may request that a loss adjustment procedure be conducted pursuant to D1.1.

The *insured company* must provide proof of the event and the amount of the damage at its own expense.

In the case of insurance for third-party account, AXA reserves the right to assess the damage exclusively with the *insured company*.

AXA may decide which companies should rectify the damage.

Business interruption loss is determined at the end of the indemnity period. It may also be ascertained earlier, however, if both parties agree.

The measures ordered by AXA or by *third parties* engaged by AXA in order to ascertain, mitigate or prevent a loss, or to preserve or assert rights of recourse, in no way constitute acknowledgment of the obligation to pay benefits.

B1.5 Payment of compensation

Compensation is due four weeks from the date on which AXA is in possession of all the information necessary to determine the insurance benefit.

Four weeks after the occurrence of the loss, the *insured company* may request a first part payment in an amount determined on the basis of the current status of the loss assessment.

AXA's obligation to pay will be deferred as long as the amount of the compensation cannot be determined or paid due to culpable conduct on the part of the *insured company*.

In particular, no payment will be due as long as

- it is unclear to whom the insurance benefit is lawfully to be paid
- police or investigating authorities are investigating circumstances in connection with the event
- criminal proceedings against the *insured company* are still in progress.

B1.6 Expert loss adjustment procedure

The following principles apply to the loss adjustment procedure:

1. The insurance carrier (AXA) and the *insured company* each appoint an expert in writing. Before the loss assessment begins, the experts select an umpire in writing. If AXA or the *insured company* fails to appoint an expert within 14 days of having been requested to do so in writing, the competent judge will appoint one at the request of the other party (AXA or the *insured company*); the same judge will also appoint the umpire if the experts are unable to agree on one.
2. Persons who lack the necessary expertise or who are related to one of the parties or are otherwise biased may be rejected as experts. If the reason for rejection is in dispute, the decision will rest with the competent judge, who will then appoint the expert or umpire if the objection is justified.
3. The experts determine the cause, detailed circumstances and amount of the loss or damage. If there are any discrepancies between the assessments, the umpire decides on the remaining points in dispute within the upper and lower limits of both assessments.
4. The assessments made by the experts within the scope of their competence are binding unless proven by one party to vary significantly from the actual circumstances.
5. AXA and the insured company each pay for their own expert. Each party (AXA and the *insured company*) pays half the costs of the umpire.

B2 Cyber liability event

B2.1 Subject of the insurance

AXA offers coverage against claims for damages arising from a *cyber liability event* that are brought against the *insured company*, an *insured* or AXA as their liability insurer for *financial loss* on the basis of statutory liability provisions.

The insurance also covers claims brought against the *insured company* or *insureds* for any loss or damage caused by auxiliaries. Companies and independent professionals (subcontractors) engaged by the *insured company* or *insureds* are considered to be auxiliaries.

The insurance does not cover the personal liability of these companies and professionals.

The insurance covers claims of *third parties* arising from

- destruction of, damage to, loss, modification or non-availability of *data* of a *third party* that were in the possession of the *insured company* or of a party to whom the *insured company* had entrusted such data
- destruction of, damage to, loss, modification or non-availability of *data* on the *IT systems* of a *third party*
- *breach of data protection*
- breach, theft or loss of confidential *data*. This includes the unauthorized publication or any breach of copyright, rights to a name, and trademark rights in connection with *data* that were in the possession of the *insured company* or of a party to whom such *data* were entrusted by the *insured company*.

B2.2 Insured benefits

B2.2.1 Compensation for justified claims

AXA will pay the amount that the *insured company*, an *insured* or AXA as their liability insurer is required to pay to the injured party as compensation within the scope of the coverage and the statutory liability provisions. AXA may pay compensation to the injured party directly.

B2.2.2 Defense against unjustified claims

In the case of an insured event, AXA will cover the costs of defending against unjustified or excessive claims for damages that are brought against the *insured company*, an *insured* or against AXA as their liability insurer.

B2.2.3 Scope of benefits

In the case of *cyber liability events*, the benefits paid by AXA for all claims are limited to the sum insured specified in the confirmation of insurance. This includes interest on damages, loss mitigation costs, expert fees attorney fees, court costs, costs of expert opinions, arbitration, and mediation, loss prevention costs, and other costs, such as indemnification of the opposing party's legal expenses.

Benefits and limits are governed by the contractual provisions (such as provisions relating to sums

insured or deductibles) that were in effect at the time the claim was first asserted pursuant to A4.2.1.

If the insured benefits or the scope of insurance are expanded, insurance coverage is provided under the new agreements only if the *insured company* or the *insured* was unaware of any act or omission that could give rise to their liability prior to the date on which the contract amendment entered into effect.

B2.2.4 Responsibility for claims handling

AXA will handle claims asserted if they exceed the deductible, up to the amount of the sum insured. It will conduct negotiations with the injured party at its own expense. In this regard, it acts as representative of the *insured company* or the *insured*. Settlement

by AXA of the claims of the injured party is binding on the *insured company* or the *insured*.

B2.3 Legal action

If no understanding is reached with the injured party and if this party takes legal action, the following applies:

B2.3.1 Lawsuit against the *insured company* or an *insured*

AXA, in consultation with the *insured company* or the *insured*, appoints the trial lawyer and determines the trial strategy, the outcome of the proceeding (acknowledgment, settlement or judgment), and all other procedural steps. In this regard, it acts as representative of the *insured company* or the *insured*. AXA will assume the costs of litigation and attorney fees incurred by the *insured company* or the *insured*. It is authorized to reach an agreement with the trial lawyer regarding fees. AXA is entitled to any legal expenses awarded to the *insured company* or the *insured*. However, the *insured company* or the *insured* may retain any personally awarded compensation for their efforts.

B2.3.2 Lawsuit against AXA

AXA appoints the trial lawyer, determines the trial strategy, the outcome of the proceeding (acknowledgment, settlement or judgment) and all other procedural steps. AXA will assume the costs of litigation and attorney fees incurred within the scope of the insured benefits. AXA will keep the *insured company* or the *insured* informed about the proceeding.

B2.3.3 Lawsuit against AXA and an *insured company* or an *insured*

AXA decides, if possible and after consultation with the *insured company* or the *insured*, on a trial lawyer to jointly represent the *insured company* or the *insured* and AXA. B2.3.1 and B2.3.2 apply in all other respects.

B2.4 Arbitration proceedings

Settlement of insured claims in proceedings before an arbitration tribunal will not affect coverage, provided that the proceedings are conducted in accordance with the rules of the Swiss Civil Procedure Code and the Federal Act on International Private Law.

B2.5 Contractual fidelity

The *insured company* or the *insured* is required to respect contractual fidelity. They may not, without the consent of AXA, conduct any direct negotiations with the injured party, acknowledge any liability or claims, enter into any settlement or pay any compensation. They may not assign coverage claims without the consent of AXA.

B2.6 Recourse against the *insured company* or the *insured*

AXA has a right of recourse against the *insured company* or the *insured*, provided that it would be entitled to refuse or reduce its insurance benefit pursuant to the provisions of the insurance contract or the Federal Act on Insurance Contracts (ICA).

B3 Crisis management

B3.1 Incident response

The insurance covers the costs of *incident response measures* incurred when an insured risk pursuant to B1.1.2 occurs. A reasonable belief that such an event has occurred is also sufficient.

In particular, the insurance covers the costs of an expert provided to the *insured company* by AXA for the purpose of *incident response*.

In the event of a critical security incident, the *insured company* may contact the expert provided by AXA and instruct them to take *incident response measures*, without having to obtain consent from AXA in advance. AXA will pay a maximum of CHF 5,000 per claim for this, without the requirements in B3.4 having to be met.

The *incident response measures* are not charged against the deductible or the sum insured for *cyber events*. This also applies if the event does not turn out to be an insured loss event.

B3.2 Crisis consulting

In the case of an insured event, AXA will pay the costs of

- experts to identify security gaps in the *IT system* of the *insured company* and
- advice to the *insured company* regarding the prevention of any other loss events of a similar kind.

B3.3 Crisis communication

If the *insured company* is faced with the risk of critical media reporting due to an event insured under these GIC, AXA will pay the costs of a PR agency to support and assist the *insured company* in order to promptly prevent or mitigate any potential reputational damage.

B3.4 Requirement for the assumption of costs

According to B3.1 to B3.3, a requirement for the assumption of costs is that the expenses are agreed with AXA in advance and AXA has issued a confirmation of coverage in text form. This does not apply to a critical security incident as described in B3.1.

However, in this case too the claim must be reported immediately. AXA must agree to any continuation of activities by an expert.



Teil C General Exclusions

C1 General exclusions

The insurance does not cover:

- C1.1** Losses, damage, liability, costs or expenses of any kind as a result of war, cyber operations and comparable acts.
- C.1.1.1 War: Warlike events, violations of neutrality, revolution, rebellion, uprising, civil unrest and the measures taken to counteract these;
- C.1.1.2 Cyber operations and comparable acts that are carried out as part of a war;
- C.1.1.3 Cyber operations that cause significant adverse effects on the vital functions, security or defense of a sovereign state; or
- C.1.1.4 Cyber operations that result in or form the basis of a response by a sovereign state that include the following:
- use of force or
 - a cyber operation that impacts another sovereign state in such a way as to be equivalent to the use of force.
- C.1.1.5 Insurance coverage is provided if the *insured company* can prove that the loss is in no way related to the events described in C1.1.1 to C1.1.4.
- C1.2** Losses, damage, liability, costs or expenses of any kind that can be traced directly or indirectly to terrorism, regardless of any contributory causes. Terrorism is defined as any act or threat of violence in order to achieve a political, religious, ethnic, ideological or similar objective designed to spread fear and terror among the population or parts of it or to influence a government or state institution.
- C1.3** Loss or damage in connection with the deliberate use of pirated copies by the *insured company* or an *insured*
- C1.4** Loss or damage in connection with contractual penalties, fines, and financial penalties or compensation of a punitive nature
- C1.5** Loss or damage in connection with public law orders
- C1.6** *Bodily injury and property damage*, including the resulting loss of asset value, loss of earnings, and compensation for pain and suffering
- C1.7** Loss or damage arising from a contractually assumed liability that goes beyond liability pursuant to statutory provisions
- C1.8** Loss or damage in connection with nuclear damage as defined in the Swiss legislation on nuclear energy liability, and the associated costs, or in connection with asbestos and with the action of ionizing and non-ionizing radiation and of electromagnetic fields (EMF)
- C1.9** Loss or damage due to further acts by employees after the persons entrusted with the management or supervision of the insured businesses became aware of an intentional or deliberate act that had previously been committed by these employees
- C1.10** Loss in connection with virtual currencies such as Bitcoin
- C1.11** Loss arising from misuse of credit, bank, customer identification or other cards (card misuse)
- C1.12** Losses in connection with the failure, interruption or reduction in services of public utilities and infrastructure or of external service providers (e.g. telecommunications companies). This exclusion does not apply to *cyber events* affecting *cloud computing systems* used under contract by the *insured company* or *insureds*.
- C1.13** Payments made in response to extortion
- C1.14** Loss in connection with e-banking or electronic payment transactions
- C1.15** Loss in connection with stock exchange and securities transactions
- C1.16** Increased telephone or electricity bills
- C1.17** Claims by

- natural persons and legal entities, trusteeships, and trusts that have a direct or indirect financial interest of at least 30% in the *insured company's* business or that of an *insured*.
- companies under the same management as an insured company (e.g. companies controlled by the same natural person).

- co-insured companies against other co-insured companies or against the *insured company* and vice versa.

This exclusion does not apply to claims of an insured as a result of an event pursuant to B2.1, third point, that leads to unauthorized disclosure of personal data.



Teil D Claims

D1 Obligations

D1.1 If an insured event occurs, the *insured company* must

- notify AXA as quickly as possible
- provide information about the cause, amount and detailed circumstances of the loss or damage. Unless otherwise agreed, this information must be provided in writing
- allow AXA and the experts to conduct any investigation into the cause, amount and detailed circumstances of the loss or damage and the extent of the obligation to pay compensation and assist AXA with its clarifications. For this purpose, the *insured company* is required at the request of AXA to submit financial accounting, cost and performance accounting, accounting documents, and other information on the course of business for the current financial year and previous years, if applicable, as well as statements with respect to payments from other insurance companies.
- provide, at its own expense, the information required to substantiate the claim for compensation and to determine the scope of the benefits and submit relevant documents (such as, for example, detailed lists of third-party and in-house services as well as a description of how the loss occurred, including evidence of any compromise of the IT system and relevant log files), in which case AXA may set reasonable deadlines
- make every effort during and after the event to mitigate the loss, and follow instructions from AXA or AXA's authorized representative in doing so
- file a criminal complaint at its own expense in consultation with AXA

A11.4 applies to any breach of these obligations.

D1.2 Assessment in the event of a claim

If, in the event of a claim, it is determined that the IT

security precautions or protective systems are inadequate, appropriate measures must be implemented immediately at the *insured company's* expense.

D1.3 Breaches of data protection

In the case of *breaches of data protection*, the *insured company* must also

- notify the police immediately and request an official investigation
- collaborate with the investigating authorities and AXA in taking steps to identify the offenders

D1.4 Business interruption

In the case of business interruption, the *insured company* must also

- ensure that the loss or damage is mitigated during the indemnity period. During the indemnity period, AXA has the right to request that all precautions that it considers suitable be implemented, and to examine the measures taken
- inform AXA when full operations are resumed, if this occurs during the indemnity period
- at the request of AXA, provide an interim report at the beginning and end of the interruption or indemnity period. AXA or its experts are authorized to participate in taking the inventory.

D2 Replacement of IT systems

If it transpires that the replacement of an *IT system* or a part thereof is less expensive than the expected compensation, AXA may, in amendment of C1.6, decide to replace the *IT system* (or parts thereof) affected by the *cyber event*.

D3 Limitation period under the affiliation contract

Claims arising from the affiliation contract become time-barred five years following the occurrence of the event on which AXA's obligation to provide benefits is based.



Teil E

Definitions

E1 Cloud computing systems

Cloud computing systems make IT infrastructures such as computing capacity, *data* storage, network capacities or ready-made software available via a network, without the requirement for the installation of such infrastructures on the local *IT system*.

E2 First-party cyber event

A *first-party cyber event* is a deliberate, damaging attack by *third parties* or by *insureds* on the *insured company's IT system* or on cloud computing systems used by the *insured company*. A *first-party cyber event* must be caused by *malware*, *hacker attacks*

or *denial of service* attacks via networks. An attack using a digital data carrier connected with the *insured company's IT system* is also deemed to constitute a *first-party cyber event*.

E3 Cyber liability event

A *cyber liability event* is a deliberate attack by *third parties* on the *insured company's IT system* or on *cloud computing systems* used by the *insured company* that causes damage to other *third parties*. A deliberate attack by *insureds* on the *IT system* of a *third party* is also deemed to constitute a *cyber liability event*, provided that the *insured company's IT system* is misused or the attack occurs via a digital data carrier linked with the *third party's IT system*. A *cyber liability event* must be caused by *malware*, a *hacker attack* or a *denial of service* attack either via networks or via digital *data* carriers.

E4 Cyber event

Both *first-party cyber events* and *cyber liability events* are deemed to be *cyber events*.

E5 Cyber operation

Cyber operation means the use of a computer system by, at the direction or under the control of a sovereign state to change, block, compromise, manipulate, publish or destroy information or access to this information on a computer system of another sovereign state.

E6 Data

Data consist of information stored electronically on data carriers, such as operating systems, programs, and user data. *Data* are not considered to be property.

E7 Breach of data protection

A *breach of data protection* is the unauthorized acquisition of, access to, and use or disclosure of personal *data* that were in the possession of the

insured company or of another party to whom the *insured company* had entrusted said *data*. A *breach of data protection* is only deemed to occur if the confidentiality or security of the *data* is compromised in such a way that the data subjects may suffer *financial loss* or if the *insured company* thereby becomes legally obligated to disclose this breach to the data subjects and/or to the public.

In the event of any *breaches of data protection*, *insureds* are deemed to be *third parties*.

E8 Denial of service (DoS)

Denial of service means the disruption of a service as a result of an overload of infrastructure systems, for example. This denial of service must have been caused by an intentional attack on an *IT system*.

E9 Third parties

Third parties are deemed to be all parties who are neither *insured companies* nor *insureds*.

E10 Hacker attacks

Hacker attacks are deliberate changes to programs and data made with the intention of causing damage. In such an attack, hackers obtain unauthorized access via networks, specifically the internet. Changes to programs and data by *malware* are not considered *hacker attacks*.

E11 IT system

An *IT system* includes computer hardware and networks (including software) of any kind that process and store *data*: server systems, storage systems, personal computers, notebooks, tablet computers, smartphones, remote data transmission devices, etc.

IT systems also include computer controls for technical devices, machines and equipment that are integrated into networks.

E12 Bodily injury

Bodily injury is defined as death, physical injury or other damage to the health of persons.

E13 Property damage

Property damage is defined as the destruction, damage or loss of movable and immovable property. Death, injury, other impairment of the health of animals, and loss of animals are deemed to be equivalent to *property damage*.

E14 Malware

Malware, *evilware*, and *junkware* are terms used to describe computer programs developed in order to perform undesired and damaging functions. "*Malware*" is therefore a generic term which covers

computer viruses, computer worms, trojans, ransomware, and the like.
Incorrectly programmed software that can cause damage is not considered malware.

E15 Incident response

Incident response measures encompass the costs of identifying and containing a *cyber event*, including the work undertaken by an expert provided by AXA.

E16 Financial loss

Financial loss is a loss quantifiable in monetary terms which is not attributable to any *bodily injury* or *property damage*.

E17 Insureds

Insureds are deemed to be:

- the representatives of the *insured company* and the persons entrusted with the management or supervision of its operations, in respect of their activities for the insured business
- the employees and other auxiliaries of the *insured company* (except subcontractors, etc.),

in connection with their activities for the insured business; members of the Board of Directors or the Board of Trustees are not regarded as employees

- spouses, registered partners, heirs and legal representatives of *insureds*, to the extent that claims are asserted against them instead of against the insureds in respect of the insured activities of the latter

E18 Insured company

The *insured company* is the natural person or legal entity, partnership, corporation or institution specified in the confirmation of insurance as "*insured company*."

If the *insured company* is a partnership or community of joint owners, the partners or members of the community of joint owners are treated in the same way as the *insured company* with regard to rights and obligations.



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