Customer Information and General Conditions of Insurance

Sunrise smart protect plus (For policies covered by AXA from 1.1.2027 onwards)

The following customer information provides a concise overview of the identity of the insurer and the key contents of the insurance policy.

1. **Who is the insurer?** AXA Versicherungen AG, hereinafter referred to as "AXA". AXA is authorized by FINMA and has its registered office at General Guisan-Strasse 40, 8401 Winterthur. AXA has appointed its tied intermediary bolttech Switzerland AG, Seefeldstrasse 283A, 8008 Zurich for the administration of the Group Insurance Contract.
2. **Notices and correspondence**

   All declarations intended for AXA which affect the contract must be sent to our service partners in the form agreed in accordance with the insurance conditions or required by law at one of the following addresses otherwise they will be deemed not to have been made:

a. General correspondence:

   - Sunrise GmbH, Thurgauerstrasse 101B, CH-8152 Glattpark (Opfikon)
   - insurance@sunrise.ch

b. Notifications of claim:

   For claims with accident date before 01.01.2027, the claims service specified in the service description must be informed truthfully about the cause and circumstances of the damage in written or electronic form (using the Online Self-Care Portal) or by telephone. For claims with accident date after 31.12.2026, the claim needs to be reported at sunriseprotect.bolttech.ch.

   All declarations to be given by AXA will be deemed to be effective if they are made in the form agreed in accordance with the insurance conditions or required by law and sent to your last known Swiss postal or email address.

   We would therefore ask you to let us know of any change of address without delay.

   AXA is entitled to amend the addresses specified for declarations to be made to AXA on a unilateral basis.

3. **Who is the policyholder?** The policyholder is Sunrise GmbH whose registered office is at Thurgauerstrasse 101B, CH-8152 Glattpark (Opfikon), hereinafter referred to as "Sunrise".
4. **Who is the beneficiary?** The beneficiaries are insured persons whose place of residence is in Switzerland or in the Princi pality of Liechtenstein and who have concluded a valid mobile telephone contract with Sunrise and are included in the group insurance contract between AXA as the insurer and Sunrise as the policyholder.
5. **What is insured?** The authorised devices, the insured risks and the scope of cover are specified in the description of services, the mobile telephone contract and the General Conditions of Insurance. There is an excess for each insured event (exclusive of taxes and duties). The amount of the excess is calculated according to the device class (i.e. the unsubsidised sales price of the mobile telephone, tablet or smartwatch including taxes at the time when the contract was concluded). AXA reserves the right to appoint a third party to request and collect the excess (factoring). The commencement and termination of cover, the insured risks, the extent of the cover and its exclusions can be found in the General Conditions of Insurance below. This insurance cover is indemnity insurance.
6. **How is the premium calculated?** The amount of the premium is based on the valid premium for the respective device class at the time when the contract was concluded, i.e. the unsubsidised sales price including taxes.
7. **What are the payment terms?** The premium is payable on a monthly basis. The monthly insurance premium is collected by the policyholder via the monthly mobile telephone bill.
8. **What duties and obligations do you have as a beneficiary?** During the term of the contract and in an insured event:

a. the beneficiary must register the IMEI number or serial number of the insured mobile telephone, tablet or smartwatch. Oth erwise the mobile telephone, tablet or smartwatch cannot be identified as an insured device.

b. the insured mobile telephone, tablet or smartwatch must be treated carefully, kept in a reasonable condition and protected from damage.

c. the policyholder or AXA must be informed of any changes relevant to the contract, e.g. change of name or address of the beneficiary or change of a mobile telephone contract holder.

d. in the event of any damage to the mobile telephone, tablet or smartwatch, the claims service specified in the service description must be informed truthfully about the cause and circumstances of the damage without delay in written or electronic form or by telephone.

e. if available, the SIM-card must be removed from the damaged mobile telephone, tablet or smartwatch before sending the mobile telephone, tablet or smartwatch in the event of a claim being accepted.

f. in the event of any damage to or theft of the insured device, you must notify bolttech as soon as possible, and in any case within 14 days of the incident occurring.

g. Please report any intentional damage caused by third parties or any theft to the local police or responsible authorities within 48 hours after discovering such damage or theft and provide us with the evidence and documents, e.g. police report, in order to assert your claim.

9. Term of the insurance cover The minimum term and the methods of termination for the insurance policy are specified in the General Conditions of Insurance.

10. Right of revocation and effects of revocation

The insured person can revoke their inclusion in the group insurance contract in writing or in any other form that can be evidenced in writing and by using the online customer portal “My Sunrise”, the Sunrise Hotline (Tel: 0800 707 707) or in the Sunrise Shop. The revocation period is 30 days and commences as soon as the insured person has confirmed their inclusion. The revocation period is met if the insured person gives notice of revocation to Sunrise or posts their notice of revocation by the last day of the revocation period. There is no right of revocation for provisional cover and for agreements with a term of less than one month.

The effect of revocation is that inclusion in the group insurance contract will be void. The insured person must reimburse any benefits already provided. The insured person does not owe Sunrise any further payment. If it is equitable to do so, the insured person must reimburse Sunrise in part or in full for the costs of specific clarifications undertaken by Sunrise in good faith with regard to the inclusion in the contract.

11. How does AXA handle your data? In connection with the initiation, preparation and performance of the insurance contract, AXA processes personal data (e.g. name, address, date of birth, contact details), customer and contract data (e.g. information relating to the insured device and the contractual relationship), financial and debt collection data (e.g. information on bank details), as well as claims and benefit data (e.g. claim notifications, assessment reports, supporting documents). Such data is processed in particular for the purposes of risk and premium assessment, the review and handling of applications, claims and benefits, contract administration, compliance with statutory obligations, fraud prevention, statistical analyses, market research and marketing. To the extent necessary for the above purposes, personal data may be disclosed to companies within the AXA Group, co-insurers and reinsurers, intermediaries, service providers (data processors), authorities, courts, experts and other parties involved in the insurance chain. AXA takes appropriate technical and organisational measures to ensure the security of personal data. Personal data is retained for at least the statutory minimum retention periods, generally no less than ten years from the date of termination of the contract or settlement of the claim. Upon expiry of the applicable retention period, data is deleted or anonymised, unless a legal obligation requires further retention. Further information on data protection, including the rights of data subjects, is available at: www.axa.ch/data-protection.

General Conditions of Insurance

AXA Versicherungen AG, whose registered office is at General-Guisan-Strasse 40, 8401 Winterthur, hereinafter referred to as "AXA", is liable for the benefits agreed and specified in this insurance document for the customers entitled to benefit (insured persons) in accordance with the group insurance contract with Sunrise GmbH, hereinafter referred to as "Sunrise" or the Policyholder. The benefits are defined in the General Conditions of Insurance and also by the provisions of the Swiss Insurance Contract Law.

1. Commencement, term and fundamental requirements for cover

1.1 Inclusion in the insurance contract and commencement of cover

Inclusion as an insured person in the group insurance contract for Sunrise smart protect plus is possible if there is a valid Sunrise mobile telephone contract. Cover commences on the date of inclusion in the insurance. If inclusion in the insurance contract does not take place at the same time as the insured device is purchased but at a later date, there shall be no entitlement to benefit for a period of 14 days from the commencement of the insurance (cooling-off period). Insurance cover only exists for devices that were free from any previous damage at the time the insurance policy was concluded and if the relevant insurance premium has been paid for the time when the insured event occurred.

1.2 Minimum term and termination

The minimum term for Sunrise smart protect plus is 1 month. Insurance automatically extends for a further month unless it is terminated by way of notice of 1 month to the end of the following month being sent to Sunrise GmbH. The insurance will terminate automatically in any event if the Sunrise mobile telephone contract is terminated.

2. Right of revocation and effects of revocation

The insured person can revoke their inclusion in the group insurance contract in writing or in any other form that can be evidenced in writing and by using the online customer portal “My Sunrise”, the Sunrise Hotline (Tel: 0800 707 707) or in the Sunrise Shop. The revocation period is 30 days and commences as soon as the insured person has confirmed their inclusion. The revocation period is met if the insured person gives notice of revocation to Sunrise or posts their notice of revocation by the last day of the revocation period. There is no right of revocation for provisional cover and for agreements with a term of less than one month. The effect of revocation is that inclusion in the group insurance contract will be void. The insured person must reimburse any benefits already provided. The insured person does not owe Sunrise any further payment. If it is equitable to do so, the insured person must reimburse Sunrise in part or in full for the costs of specific clarifications undertaken by Sunrise in good faith with regard to the inclusion in the contract.

3. Insured object

Cover extends to mobile telephones and tablets purchased from Sunrise or a third party in Switzerland or Liechtenstein and registered within 12 months of original purchase, subject to verification of the original value. Smartwatches, insofar as Sunrise has confirmed that these are insurable, must have been purchased from Sunrise.

4. Beneficiary

The beneficiary is the person who uses the insured mobile telephone, tablet or smartwatch under a Sunrise mobile telephone contract as the contract holder or authorised user or the IMEI number of which is noted in this contract. The insurance cover ends if the insured mobile telephone, tablet or smartwatch is sold.

5. Insured events and benefits

5.1 Device protection (damage to the insured mobile telephone / tablet or smartwatch)

If as a result of a sudden or unforeseeable external influence (e.g. dropping, pressure, falling, heat, fire, cold or contact with any type of liquid) the insured mobile telephone, tablet or smartwatch is damaged to such an extent that it cannot be used in the normal way or if the mobile telephone, tablet or smartwatch breaks down, AXA is entitled to decide, taking into account the information on the notification of claim provided by the beneficiary, whether to repair the damaged mobile telephone, tablet or smartwatch or to replace it with the same model from the same manufacturer, usually an as-new replacement device, or if such a device is not available, with another device of the same type and quality.

5.2 Theft

If your device has been stolen, AXA will replace the device with one that is the same, usually an as-new replacement device or, if such a device is not available, with another device of the same type and quality.

6. Settling claims

6.1 Settling claims by repair

Following the successful notification of a claim and a decision by AXA to repair the damaged mobile telephone, tablet or smartwatch, an agreement will be reached with the beneficiary in relation to sending the device. AXA or its claims service provider will provide a free of charge package label for this purpose. The damaged mobile telephone, tablet or smartwatch will be repaired by a service provider appointed by AXA and returned to the beneficiary at an address agreed in advance. If it is technically impossible or not eco-

nomically viable to repair the insured mobile telephone, tablet or smartwatch or in the event of a total loss, AXA reserves the right to settle the claim by replacing the damaged mobile telephone, tablet or smartwatch.

6.2 Settling claims by replacement

If it is technically impossible or not economically viable to repair the insured mobile telephone, tablet or smartwatch or in the event of a total loss, AXA will organise a replacement with an as-new mobile telephone, tablet or smartwatch. The damaged mobile telephone, tablet or smartwatch will be replaced by a service provider appointed by AXA upon receipt with the same model from the same manufacturer, usually using an as-new replacement device. If such a device is not available and / or it is not economically viable to procure such device due to discontinued production or supply bottlenecks, the defective device will be replaced with a device of the same value. A device of the same value is deemed to be a device of the same type / model, if available, or alternatively a device of any other type / model up to a maximum value of the purchase price or "non-contract" price of the damaged insured mobile telephone, tablet or smartwatch. In this event AXA will present appropriate final suggestions to the insured person.

6.3 The beneficiary must pay an excess for each insured event. The excess is based on the classification of the insured mobile telephone, tablet or smartwatch in the respective device class.

For the device class of up to CHF 399.99, the excess for the 1st claim is CHF 30 and CHF 50 for the 2nd claim and any further claims.

For the Class from CHF 400 to CHF 599.99 the excess is CHF 50 for the first claim and CHF 80 for the second claim and any subsequent claims.

For the Class from CHF 600 to CHF 799.99 the excess is CHF 60 for the first claim and CHF 100 for the second claim and any subsequent claims.

For the Class from CHF 800 to CHF 1’049.99 the excess is CHF 80 for the first claim and CHF 100 for the second claim and any subsequent claims.

For the Class from CHF 1’050 to CHF 1’699.99 the excess is CHF 90 for the first claim and CHF 100 for the second claim and any subsequent claims.

For the Class from CHF 1’700 to CHF 2‘500 the excess is CHF 100 for the first claim and CHF 100 for the second claim and any subsequent claims.

6.4 Warranty extension (breakdown)

Notwithstanding any contrary provision in Clause 7, insurance cover exists for the break-down of the device for a maximum of 3 years including the warranty provided by the device manufacturer or by Sunrise, i.e. a maximum of 3 years from the commencement of the manufacturer’s warranty. Breakdown includes: production, construction or material defects that cause at least a malfunction of the insured mobile telephone, tablet or smartwatch.

7. Uninsured events

7.1 Losses caused as follows are not insured:

a) by normal wear and tear, oxidation;

b) by the battery (running out, incorrect use, etc.);

c) by failure to observe the manufacturer's operat ing instructions;

d) by using non-original or third party accessories (e.g. power cables);

e) by modifications to the original features of the insured mobile telephone, tablet or smartwatch;

f) arising as a result of intentional acts by the beneficiary;

g) by repair, service and maintenance or cleaning works not appointed by AXA;

h) by leaving, misplacing and losing the device;

i) by confiscation by authorities irrespective of whether or not such confiscation of the mobile telephone, tablet or smartwatch occurred as a result of illegal activities;

j) by viruses;

k) by the beneficiary committing or attempting to commit crimes, offences or fraud in accordance with the Provider's General Terms and Conditions.

7.2 The following damage is not insured:

a) material or manufacturing defects;

b) technical faults that are covered by warranty claims or that are not caused by external influences;

c) scratches, scuffs and abrasions;

d) deformations, unless this affects functionality;

e) discolouration; data corruption, loss of data;

f) depreciation and pure financial loss, loss of use, loss of data, postage and transport costs (return, repair, etc.);

g) software damage;

h) defective batteries;

i) indirect losses incurred as a result of the insured event (financial loss, loss of use, loss of profit, expenses, etc.).

j) theft occurring whilst you, or any other person who you have allowed to use the device, commit or attempt to commit a criminal offence;

k) loss (other than theft) or unexplained disappearance or misplacement of your device.

7.3 Damage to the casing or external parts of the insured mobile telephone, tablet or smartwatch, as long as its correct function is not affected.

7.4 Losses caused by acts of war or terrorism, all kinds of disturbance, measures taken to counter such disturbances and losses caused by natural disasters, epidemics and pandemics.

7.5 Losses resulting from incidents involving atomic, biological or chemical substances.

7.6 Losses as a result of artificially created or naturally occurring shock waves or sound waves.

7.7 Events covered by the manufacturer's or seller's warranty or liability.

7.8 Events that had already occurred at the time of the commencement of the insurance policy.

7.9 If the insurer refuses to provide benefits, any costs for the return of damaged mobile telephones, tablets or smartwatches already sent for repair requested by the insured person must be borne by the beneficiary.

8. The beneficiary's obligations and duties regarding conduct

8.1 The beneficiary is obliged to comply fully with its contractual or statutory duties of reporting, disclosure and conduct.

8.2 The beneficiary is under a duty to do everything possible to contribute to the mitigation of the loss and to investigate the circumstances of such loss.

8.3 If the beneficiary is also able to claim benefits which have been provided by AXA from a third party, they must safeguard these claims.

8.4 The insured event must be reported without delay to AXA or the service partner appointed by AXA to receive notifications of claim.

8.5 The beneficiary is obliged to unlock the insured and damaged mobile telephone, tablet or smartwatch (where necessary), i.e. to remove the personal PIN lock, deactivate the technical theft protection function and make it accessible for AXA for the purposes of settling the claim in accordance with Clauses 6 (and sub-clauses).

8.6 The beneficiary must back up all data before handing over the mobile telephone, tablet or smartwatch for repair or replacement. No guarantee is provided for retaining data. No liability is accepted for the loss of data during the repair or before the replacement.

8.7 The claim must be substantiated and evidence must be provided. The following documents must be sent to the AXA contact address provided at Clause 12 at the request of AXA:

- Application confirmation or contract extension confirmation and evidence of purchase / invoice including IMEI number and purchase price.
- Police statement / police report (if requested by AXA)
- Completed claim form (if requested by AXA)

8.8 If the claim is settled by replacement the beneficiary is obliged to hand over the damaged mobile telephone, tablet or smartwatch to AXA or an authorised service provider, thereby transferring ownership to AXA.

8.9 In the event of a theft, you are obliged to activate remote blocking features without delay to prevent third parties from accessing the insured device by using the procedure put in place by the manufacturer or software provider (e.g. "find my iPhone").

9. Consequences of breaching obligations and duties regarding conduct

9.1 The obligations and duties regarding conduct listed in this contract and the consequences of breaching such obligations and duties regarding conduct are not exhaustive; further ones arise under the Insurance Contract Act.

9.2 Duty of disclosure in an insured event

If the person subject to the obligation has culpably breached their duty of disclosure in an insured event, the insurer is authorised to reduce the indemnity by the amount by which it would have reduced in the event of timely disclosure.

The insurer is not bound by the contract if the person subject to the obligation has failed to provide notification without delay with the intention of preventing the timely assessment of the circumstances surrounding the occurrence of the suspected event.

9.3 Duty to mitigate loss

If the person subject to the obligation has culpably breached their duty to mitigate loss, the insurer is authorised to reduce the indemnity by the amount by which it would have reduced had such obligation been fulfilled.

9.4 Duty to provide documentation and information

If the person subject to the obligation fails to issue or submit the information and evidence necessary for the assessment of the insurance claim within 30 days following a written request from the insurer including a threat of default consequences, the insurance claim will lapse

9.5 In the event of the breach of any other contractually agreed obligations and duties regarding conduct, the insurer's duty to provide benefit will lapse. This legal consequence does not apply if:

- the breach is deemed not to be culpable according to the circumstances; or
- the person subject to the obligation proves that the breach has not affected the occurrence of the suspected event and the extent of the benefit owed by the insurer - provided that they relate to an obligation or duty regarding conduct which could actually affect the occurrence of the suspected event or the extent of the benefit owed by the insurance company.

10. Limitation

Claims lapse five years after the occurrence of the

event establishing the duty to provide benefit.

11. Jurisdiction

Claims against AXA may be submitted to the court with jurisdiction for the registered office of the company or for the Swiss place of residence of the beneficiary.

12. Contact address

Authorised Service Provider:

bolttech Switzerland AG, Seefeldstrasse 283A, 8008 Zurich

Hotline: +41 800 561 370 *

E-Mail: contact.sunrise@bolttech.eu

Website: sunriseprotect.bolttech.ch

*(*The cost corresponds to the cost of a local rate call. The costs can vary per provider.)*